

# **ALITALIA GENERAL CONDITIONS OF CARRIAGE (PASSENGERS AND BAGGAGES)**

## **ARTICLE I DEFINITIONS**

The terms and definitions used in these General Conditions of Carriage (hereinafter "G.C.C.") have the following meaning:

### **Alitalia**

Alitalia, or company, or airline, indicates Alitalia Società Aerea Italiana S.p.A., having registered office in Fiumicino (RM), CAP 00054, Via Alberto Nasseti, Building Alfa, phone number 06.65631, VAT, tax code and number of registration with the Registro delle Imprese di Roma 13029381004, air transport license number I-L435, website [www.alitalia.com](http://www.alitalia.com), IATA code "AZ".

### **Alitalia CityLiner**

means Alitalia CityLiner S.p.A., company subject to steering and coordination of Alitalia, Sole Shareholder, having registered office in Piazza Almerico da Schio, Pal. Bravo, 00054 Fiumicino, VAT, tax code and number of registration with the Registro delle Imprese di Roma 01951990694, IATA code "CT".

### **Alitalia's Web Site**

Means Carrier's web site ([www.alitalia.com](http://www.alitalia.com)), on which these G.C.C. and other pertinent information are available.

### **Applicable Regulations**

Means the rules applicable to air transport, whose text or summary is displayed at "Applicable Regulations" section of Alitalia's Web Site. These rules do not form part of the contract of carriage and are subject to changes from time to time by the competent regulatory and legislative authorities.

### **Authorised Agent**

Means an agent appointed by the Alitalia to sell air transport services to passengers (such as, for example only, travel agencies, on-line sales, etc.).

### **Baggage**

Means such articles, effects and other personal belongings of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his/her trip, and which the Carrier undertakes to bring along with the passenger as an obligation accessory to the contract of carriage. Unless otherwise specified, the definition of baggage shall include both registered and undelivered baggage. Animals travelling with the passenger are considered baggage.

### **Carrier**

Means the legal entity that performs air carriage. Distinction must be made between the Marketing Carrier and the Operating Carrier. The Marketing Carrier is the carrier that issues the ticket as a party to the contract of carriage (agreed with a passenger or with a person who acts on behalf of the passenger), by which the transport of the passenger and/or of his/her baggage is performed or committed to be performed, and that is liable for default or partial performance of such carriage. The Operating Carrier is every carrier which, by agreement with or authorisation from the contracting carrier, actually provides carriage in whole or in part, but is not a successive carrier pursuant to applicable regulations.

### **Consumer**

Means a passenger who has purchased an air carriage ticket for a purpose other than his/her professional or business activity in case performed.

### **EMD, E-Vouchers, TCV**

Indicates the electronic documents, confirmed through paper receipt, which allows the person in its possession to benefit from Alitalia's services specified from time to time.

### **Fare**

Means Alitalia's published fares available through distribution channels of the Carrier (Authorized Agents, Contact Center, ticket offices), or published on Alitalia's Web Site. Fares are shown in the appropriate box of the ticket. Fares may involve specific conditions and/or restrictions - called "Fare Rules"- with regard to: (i) ticket validity and duration; (ii) reservations and Ticket issuance; (iii) ticket refund rules that may integrate or change the provisions of these G.C.C.; the customer is informed of the Fare Rules when a ticket is purchased, depending on method of purchase: by Authorized Agents, Contact Center, ticket offices, or via Alitalia's Web Site when tickets are purchased online.

### **Flight or Travel**

Means the itinerary of the agreed carriage, which may consist of one or more segments.

### **IATA**

Means the International Air Transport Association, the trade association of which most of the world's commercial airlines are members. More information about IATA are available on the website [www.iata.org](http://www.iata.org).

### **ICAO**

Means the International Civil Aviation Organization, an agency of United Nations dealing with the regulation of civil aviation. More information about ICAO are available on the website [www.icao.int](http://www.icao.int).

### **Passenger**

Means any individual who is not a member of the cockpit crew or cabin crew of the flight in question, carried or to be carried on an aircraft with Alitalia's consent, normally upon payment of the applicable fare.

**Registered Baggage (or delivered baggage, or cargo hold baggage)**

Means the baggage or the animal travelling with the passenger of which Alitalia takes sole custody and for which the Carrier has issued a baggage check (so called baggage receipt).

**SDR ("Special Drawing Rights")**

Means a unit of account created by the International Monetary Fund in order to have a unified and homogeneous currency for international commercial transactions, the value of which is reported on major financial newspapers or on the Internet.

**Segment**

Means each and every national, international or intercontinental leg of a flight.

**Stopover**

Means an interruption of travel at an intermediate place (i.e. at a place other than that of departure and destination), specified on the ticket or on Alitalia's timetables as a scheduled stopover during the itinerary, or effected for operative and/or safety reasons.

**Ticket**

Means the document issued by Alitalia, or in its name or on its behalf by Authorized Agents, whether in form of a receipt or electronic document, which confirms the conclusion of the contract of carriage and legitimates the use of the service.

**Time Limit of Acceptance**

Means the time limit by which check-in must be completed.

**Unregistered baggage (or undelivered baggage)**

Means any baggage or animal travelling with the passenger that is not registered and, therefore, not consigned to the Carrier and that can be carried in the passenger cabin.

**ARTICLE II  
APPLICABILITY**

**2.1.** Except as otherwise provided for under Articles 2.2 or 2.4 hereof, these G.C.C. apply to flights, or flight segments, where the Alitalia name or AZ designator code is indicated in the carrier box of the Ticket for that flight or flight segment. The present G.C.C. exclusively apply to air transport services contracted and/or operated by Alitalia and Alitalia CityLiner. Any accessory

services, including those offered by Alitalia, are regulated by rules relating to the service offered from time to time and by the general conditions of contract of the relevant provider.

**2.2.** Alitalia uses the contractual forms in use for international air carriage, such as, for example, code share, wet lease and so on. In the context of such contractual forms of carriage, the flight may be operated by a carrier or carriers other than Alitalia (Operating Carrier(s)). In this case the general conditions of carriage of the Operating Carrier(s) will apply. They can be found on the Alitalia Website during the purchase process or on the said carrier's or carriers' website(s). If there is a difference between the Alitalia G.C.C. and those of the Operating Carrier(s), the latter will prevail. As the contractual carrier of the air carriage service, Alitalia will be responsible for informing the passenger of the identity of the Operating Carrier(s), acting as the Contractual Carrier in accordance with the Applicable Regulations. Authorized Agents are also required to inform the passenger of the identity of the Operating Carrier if it is different from the Contractual Carrier.

**2.3.** Only in the different case of successive carriage, i.e. when the passenger and Alitalia agree that the carriage shall be performed by several successive airlines, including Alitalia, as a single carriage, these G.C.C. will apply only to the carriage performed by Alitalia, both in the case that only one Ticket is issued and when a "conjunction" Ticket is issued, i.e. in conjunction with another ticket, which together are recorded in a single contract of carriage.

In such a situation of cumulative carriage, Alitalia is liable only for damage occurring during the carriage on flights or flight segments where the Alitalia designator code (AZ) is given in the box marked "CARRIER".

**2.4.** If the carriage is performed on the basis of a charter contract or an all-inclusive tourist package, these G.C.C. apply only if this is specified in the charter contract or on the Ticket.

### **ARTICLE III**

#### **CONTRACT OF CARRIAGE – BOOKING – TICKET – TARIFFS AND OTHER EXPENSES**

##### **3.1. Contract of carriage**

The contract of carriage is concluded with the purchase of the Ticket and the G.C.C. published on the Alitalia's Web Site as at the date of its conclusion shall apply to it.

##### **3.2. Booking**

**3.2.1.** The purchase of the Ticket can be preceded by reservation. In such cases, Alitalia or its Authorized Agents will register the passenger's reservation,

providing written confirmation and booking code upon request. Only bookings confirmed by Alitalia's system will be considered valid for Alitalia flights. Alitalia is not responsible for damages caused by failing to or erroneously completing such registration, unless such may be ascribed to misconduct or negligence of the company. If the passenger fails to complete the payment for the Ticket before the date specified by Alitalia or Authorized Agents, Alitalia will be entitled to cancel the confirmed booking.

**3.2.2.** The passenger may ask for a specific seat on board when such is provided by the Tariff Rules applicable from time to time, found on Alitalia's Web Site and during the purchase of Ticket, or communicated by Authorized Agents, ticket offices and Contact Center operators. Alitalia will do everything possible to confirm the anticipated assignment of seats on board. However, in case of substitution or modification of the aircraft which should have been used for a certain flight, assignment of seats may not be assured even though the passenger had received confirmation. For security and/or operative reasons, Alitalia may change assigned seats in any moment, even after boarding. If the passenger has paid an extra fee to be assigned a certain seat on board, the Carrier will reimburse said extra fee if such seat is not available due to the aforementioned reasons.

**3.2.3.** Except for different provisions under the applicable Tariff Rules, to be communicated by Authorized Agents, ticket offices and Contact Center operators to passengers at the time of booking, prospective variations of Fares (exceeding or diminishing), taxes and charges imposed by third parties (such as airport charges and other taxes, duties or additional costs for safety) in the period between the booking and the purchase of Ticket will be applied, respectively, in favor or on the account of the passenger willing to finalize the purchase of Ticket.

### **3.3. Ticket**

**3.3.1.** Carriage will only be provided upon proof of the Ticket. Alitalia may ask the passenger to exhibit his/her Ticket, and/or the paper or electronic confirmation of acceptance on board (boarding card), at any time until the end of the trip. For security reasons, the Carrier has the right to check if the person presenting the Ticket is actually the person whose name appears on such Ticket. If the Ticket is presented by a person other than the passenger having the right to be carried or refunded, Alitalia (subject to its right to withdraw the Ticket) will neither perform carriage nor refund the person who presents the ticket.

**3.3.2.** The Ticket is non-transferable to third parties.

**3.3.3.** The term of validity of the Ticket is indicated by the applicable Tariff Rules. If no term of validity is indicated a Ticket is valid for: (a) one year from the

issuance date; or (b) one year from the date of the first leg indicated by the Ticket, subject to operation of the first leg within one year from the issuance date.

**3.3.4.** The rules for Ticket refund are set forth in article 10 of these G.C.C. and are consultable on page **Purchases and Refunds** of Alitalia's Web Site and during the purchase of the Ticket, or communicated by Contact Center Operators, ticket offices and Authorized Agents.

**3.3.5.** If a passenger cannot start a journey because of illness - proved with an appropriate medical certificate, which must be produced for the company - at the request of the passenger, Alitalia will refund the ticket or extend the Ticket's validity period until the day when the passenger, on the basis of said medical certificate, will be capable of traveling or until the first flight after that date, departing from the starting point of the journey, on which there is a seat available in the service class for which the Fare was paid, or subject to an additional fare (payment of the difference) if there is no seat available in the previous service class. The validity period of the Ticket and of any EMDs for ancillary services if available, will be extended for no more than three months from the date on the medical certificate, if the Ticket includes one or more intermediate stopovers.

In the above-described cases, Alitalia will also extend: (i) the period of validity of the Tickets (and of EMD related to any possible ancillary services purchased with the Ticket, if available) belonging to the family members or companions of the ill passenger who travel with him/her and are present in the same booking, or those persons able to provide Alitalia with proof of the fact that they travel with the ill passenger; (ii) the period of validity of EMD of the animal to travel with the ill passenger.

**3.3.6.** If a passenger, after starting a journey, is unable to complete it within the Ticket validity period because of illness - proved with an appropriate medical certificate, which must be produced for the company - at the request of the passenger, Alitalia will refund the unused part of the ticket or extend the Ticket's validity period (and that of EMDs for ancillary services if available) until the day when the passenger, on the basis of said medical certificate, will be capable of traveling or until the first flight after that date, departing from the point where the journey should have started or is to be continued, on which there is a seat available in the service class for which the Fare was paid, or subject to an additional fare (payment of the difference) if there is no seat available in the previous service class. The validity period of the Ticket will be extended for no more than three months from the date on the medical certificate, if the Ticket includes one or more intermediate stopovers.

In the above-described cases, Alitalia will also extend: (i) the period of validity of the Tickets (and of EMD related to any possible ancillary services purchased

with the Ticket, if available) belonging to the family members or companions of the ill passenger who travel with him/her and are present in the same booking, or those persons able to provide Alitalia with proof of the fact that they travel with the ill passenger; (ii) the period of validity of EMD of the animal to travel with the ill passenger.

**3.3.7.** If the passenger dies during the journey, the Ticket of the person or persons traveling with him/her may be changed by deleting the minimum stay condition or by extending its validity period. If a first-degree relative, spouse or partner of the passenger dies during the ten days preceding the day of departure or during the journey, the validity period of the passenger's Ticket and that of the first-degree relatives, spouse or partner traveling with him can be changed in the same way. At the passenger's request, Alitalia will refund the Ticket fully or partially. Every change will be made on presentation of the appropriate death certificate and, in any case, the extension of the Ticket validity period may not exceed 45 days from the date of the death.

**3.3.8.** The Ticket purchased by the passenger is valid only for the segment or segments specified on the Ticket, from the place of departure to the place of destination, including any stopover. The Fare paid by the passenger refers to carriage as specified on the Ticket. The Fare and applicable Fare Rules, as defined in article I of these G.C.C., form an integral and essential part of the contract of carriage. If the purchased Ticket includes a series of segments, these have to be used in the prescribed order.

However, only in case of tickets sold in Italy, if the first leg of the flight (or a segment of it) is not used for any reason, the request to hold the validity of the Ticket for the return flight, can be accepted only if previously communicated to Alitalia's Contact Center:

- within the 24 hours following the departure of the unused flight;
- if the departure time of the return flight falls within the 24 hours from the first flight, at least 2 hours before the departure time of the return flight.

The Contact Center will issue a new electronic Ticket for the modified itinerary and the check-in shall be performed on the Alitalia's website (if available) or at the airport.

In case the above terms and conditions are not strictly met, Alitalia, subject to seats availability, reserves the right to ask for the payment of the difference between the original ticket purchased and the highest fare in the same class/compartiment applicable to the modified itinerary at the time of ticket reissuance. In case the no-show conditions of the original fare ticket are more favourable for the passenger, these will be applied

**3.3.9.** If allowed by the applicable Fare Tariffs, the passenger must give the Carrier suitable advance notice if he/she wishes to change the itinerary or any other aspect of the contract of carriage.

### **3.4. Tariffs and other expenses**

**3.4.1.** The price of the Ticket includes the Tariff, along with taxes and any other expenses applicable to transport which are prescribed by law or required by governmental or other competent authorities. Fares apply only to carriage from the airport of departure to that of the final destination. Fares do not include ground transport services between airports and between airports and city terminals and depend on the itinerary chosen and are determined by Alitalia's Fare Rules applicable at the time of purchase. Changes to the trip after purchase, if allowed by the applicable Fare Tariffs, may imply an extra charge.

**3.4.2.** The requirements (age, residence, and so on) which may be requested to benefit from selected and special Fares may be verified at any time by Alitalia and have to exist at the time of boarding of the flight(s). In case of lack of such requirements, Alitalia may deny boarding or ask, where applicable, that the passenger pay the price difference for the Fare.

**3.4.3.** Fares, taxes and other additional charges are payable in the currency of the country in which the Ticket was issued, unless the Carrier or its agents, representatives and servants request - before or at the time the Ticket price is paid for - payment be made in another currency for just cause or other legitimate reason (for example only, due to non-convertibility of the local currency).

**3.4.4.** Depending on the purchasing method chosen (Authorised Agents, Contact Center operators, tickets offices, etc.), it can be applied a fee for the sale service and or issuance of the Ticket (so called Ticketing Fee).

## **ARTICLE IV**

### **CHECK-IN AND BOARDING**

**4.1.** The time limit for passenger check-in is different at each airport. Therefore, the passenger must find out about applicable time limits and respect them. In any case, Alitalia or its Authorized Agents will provide the passenger with information on the time limit for check-in of the first flight shown on the Ticket. It is always advisable arriving early for check-in to allow the Carrier and the passenger completing formalities in the best manner.

For any and all subsequent flights, the passenger must find out about the applicable time limit for check-in, and verify that connection times between segments are sufficient for check-in and boarding. Special indications and time

limits may be given for certain passenger categories, such as passengers with reduced mobility, children under the age of 2 and unaccompanied minors or passengers traveling with animals (see article 6).

**4.2.** Information on time limits of passenger check-in are an integral part of the contract of carriage and are available on page **Check-in time limits** of Alitalia's Web Site, or communicated by Contact Center operators, ticket offices and Authorized Agents.

**4.3.** If the passenger does not respect the time limit for check-in Alitalia will not be obliged to transport the passenger and may cancel the booking of the first flight as well as of subsequent flights, always provided the application of Fare Rules regarding changes and refunds (available on Alitalia's Web Site or communicated by Contact Center operators, ticket offices and Authorized Agents) and without prejudice to the above article 3.3.8.

**4.4.** Once check-in is completed, the passenger must arrive at the boarding gate no later than the time specified by Alitalia at check-in.

**4.5.** If the passenger does not arrive at the boarding gate by the prescribed time Alitalia will not be obliged to transport the passenger and may cancel the booking of first flight as well as of subsequent flights, always provided the application of Fare Rules regarding changes and refunds and without prejudice to the above article 3.3.8.

**4.6.** Alitalia is not liable for any cost or expense incurred by a passenger who has not complied with the terms and conditions of this articles.

**4.7.** In order to check in and board a flight, the passenger shall hold all of the documents to enter and leave the country, visas required for the trip, sanitary and vaccine certificates, along with proof of fitting requirements for special tariffs purchased, if any. Such documents shall be valid during the operation and for the entire course of the flight. The passenger is also required to respect all dispositions of countries of transit, departure and arrival, along with Alitalia's instructions and regulations. Further provisions regarding administrative formalities are found in article 12 below.

**4.8.** The Carrier provides general information regarding documents necessary to travel in different destination countries on page **Travel Documents** of Alitalia's Web Site. The passenger shall be aware and inform Alitalia about any information on personal limits and conditions regarding the country of destination, by checking them with the Consulates or the Embassies of the transit and/or destination countries.

## **ARTICLE V**

## **REFUSAL AND LIMITATION OF CARRIAGE**

Alitalia may refuse to carry, interrupt carriage or continuation of carriage of, any passenger and/or his/her baggage for security reasons, or if:

- a) it is necessary to comply with laws, regulations, or rules of any country of departure, destination, or overflight;
- b) it is necessary upon written request of an authority of the country of departure, transit or destination;
- c) the carriage of the passenger and/or his/her baggage could constitute a threat to the security, health, hygiene, or the good order on board the aircraft;
- d) passenger's conduct, age, physical or mental state are such as to: (i) materially affect the comfort of, or provoke justified complaints from, the other passengers; or (ii) endanger himself/herself or other persons or goods;
- e) it is justified by the passenger's failure to follow instructions duly provided by Alitalia regarding security, compliance with legal provisions or regulations regarding the flight, or if the passenger is responsible for illegal or undisciplined conduct on a previous flight and there is risk that such conduct may be repeated;
- f) the passenger has refused to submit to security checks;
- g) the applicable fares, taxes and any other accessory expense have not been paid, or if the passenger is not in possession of valid travel documents;
- h) the passenger does not hold valid travel documents required to enter a transit country of the flight or the final country of destination of the flight, as provided in article 4.7 above and article 12 below;
- i) the passenger has destroyed his/her travel documents during the flight or has refused to show them to flight crew;
- j) the ticket presented by the passenger: (i) was obtained illegally or was purchased from a party other than Alitalia or one of its Authorized Agents; or (ii) was reported as lost or stolen; or (iii) was counterfeit; or (iv) was altered or made incomplete by a party other than Alitalia or one of its Authorized Agent; (v) is in the name of a person other than the person who presents the ticket; (vi) was purchased fraudulently, being understood that in such cases Alitalia reserves the right to withdraw the ticket;

k) the passenger has not respected the requirements referred to in these G.C.C., or in Fare Rules concerning Ticket use and/or transport of baggage and animals travelling with him/her.

## **ARTICLE VI SPECIAL ASSISTANCE**

### **6.1. Check-in for carriage by Alitalia of:**

- a) passengers with disability and limited mobility;
- b) children below 2 years of age and unaccompanied minors;
- c) passengers with illnesses or other passengers in need of special assistance;
- d) pregnant women,

may be subject to limitations in compliance with applicable laws and regulations, and is disciplined by the following paragraphs and by specific provisions available on page **Organize Your Trip** of Alitalia's Web Site, or communicated by Contact Center operators, ticket offices and Authorized Agents.

### **6.2. Passengers with disability and limited mobility**

**6.2.1.** Rights of passengers with disabilities and limited mobility are disciplined by Regulation (EC) No. 1107/2006 available through the following link <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:204:0001:0009:EN:PDF>. Assistance to this category of passengers during their stay in the airport is responsibility of the European Union airport operators. The passenger must communicate to Alitalia his/her request for special assistance at the time of booking and, in any case, at least 48 hours prior to departure of the first segment of the trip, so to allow the Carrier enough time to communicate such to the airport operators. Nevertheless, Alitalia will do whatever possible to allow the carriage.

**6.2.2.** In order to guarantee the best service during boarding and disembarking as well as in-flight, it is advisable that passengers with disabilities and limited mobility who need special assistance arrive to check in early in advance and, in any case, within the check-in time limit of the chosen flight.

**6.2.3.** The carrier reserves the right to not accept passengers on board without medical certification when it is necessary, or if the medical certification is incomplete or non-compliant with laws and Carrier's policy.

**6.2.4.** Further information regarding special assistance to passengers and related documents necessary for carriage are found on page **Travel Documents** of Alitalia's Web Site, or communicated by Contact Center operators, ticket offices and Authorized Agents.

### **6.3. Children below 2 years of age and unaccompanied minors**

**6.3.1.** Each child younger than 2 years of age must be accompanied by at least one parent or one person above 18 years of age.

**6.3.2.** Children between the age of 5 and 14 (still to complete) for national flights, and between the age of 5 and 15 (still to complete) for international flights, who are travelling alone or in a different class than that of parents, guardians or companions (unaccompanied minors) may be accepted on Alitalia's flights upon request of such persons, following the procedure found on page **Children** of Alitalia's Web Site.

Companion means an adult individual (above 18 years of age) to which the minor has been assigned on the basis of proper documentation.

**6.3.3.** Minors above 14 years of age may fly on their own on national flights, minors above 15 years of age may fly on their own on any flight, including international and intercontinental flights. The procedure set forth by previous article 6.3.2. will not apply to these minors. Therefore these minors will be boarded with the same rules and procedures of every other passenger.

The above being said, on express request and upon payment of the requested surcharge, the minors can in any case enjoy the unaccompanied minors procedure, described by article 6.3.2 above. Further information on the unaccompanied minor procedure and relevant surcharges are available on page **Children** of Alitalia's Web Site, or communicated by Contact Center operators, ticket offices and Authorized Agents.

Moreover, because during the travel, in the event of planned stops or any cancellations or delays, minors may have to be accommodated in hotels requiring written parental permission for check-in, minors will need to carry written permission of the parents and/or guardians. The Company is not responsible for any damages or expenses due to the lack of such permission. In any case, the parents and/or guardians are responsible for damages caused by the minors to third parties, Alitalia and Alitalia's personnel, pursuant to article 2048 of the Italian Civil Code, and they shall indemnify and keep Alitalia harmless against any such damages.

**6.3.4.** Further information regarding carriage of minors and documents necessary for carriage are available on page **Children** of Alitalia's Web Site and during the Ticket purchase process, or communicated by Contact Center operators, ticket offices and Authorized Agents.

**6.4. Passengers with illnesses or other passengers requiring special assistance - Pregnant women**

Further information regarding these categories of passengers and related documents necessary for carriage are available on page **Moms-to-be** of Alitalia's Web Site, or communicated by Contact Center operators, ticket offices and Authorized Agents.

**ARTICLE VII  
BAGGAGE**

**7.1.** The passenger has the right to the carriage of Baggage within the limits and conditions established by Alitalia. Such limits and conditions are available on page **Baggage** of Alitalia's Web Site and during the Ticket purchase process, or communicated by Contact Center operators, ticket offices and Authorized Agents.

Below are the general provisions applicable to transport of baggage and other passengers' belongings.

**7.2.** The hand Baggage and other belongings that the passenger may take on board must be located under the seat in front of the passenger (except for emergency seats) or in the compartments of the passenger cabin. In any case hand baggage and other belongings must have measures, weight, shape and dimensions compliant with the Carrier's policy available on page **Hand baggage** of Alitalia's Web Site

**7.2.1.** Alitalia reserves the right to prohibit carriage in the cabin of hand Baggage or other passengers' belongings: (i) whose measures, weight, shape, and/or dimensions are non-compliant with Alitalia's policy; (ii) being in conflict with the security requirements of carriage in the cabin; or (iii) in case of problems of aircraft balance or space on board. Hand Baggage and other passengers' belongings not allowed in the cabin will be carried as Registered Baggage.

**7.3.** In any case the Baggage must have measures, weight, shape, and/or dimensions compliant with Alitalia's policy available on page **Checked baggage** of Alitalia's Web Site, as well as located in proper containers for safe carriage and handling (such as, for example only, suit cases, backpacks, handbags etc.), therefore to avoid such carriage being a transport of goods. Upon receipt of the

Registered Baggage Alitalia will issue a Baggage receipt to the passenger for every checked piece.

That Baggage will be carried free of charge if provided by the chosen fare and allowance. If the weight, dimension or number of pieces of a Registered Baggage exceed the allowed amount, the amount in excess (excess baggage) will be charged an additional Tariff and relevant receipt will be issued to the passenger. The specific amount of this additional Tariff is available on page **Checked baggage** of Alitalia's Web Site, or communicated by Contact Center operators, ticket offices and Authorized Agents.

Animals of the passenger are considered excess baggage when taken under Alitalia's custody for carriage in the cargo hold.

Registered Baggage, within or in excess of the free Baggage allowance, is carried on the same aircraft as the passenger unless this proves to be non-feasible due to proven safety or operational reasons. In this event Alitalia will carry such baggage on the next available flight and will redeliver it to the passenger.

**7.4.** Baggage and objects that are unsuitable for carriage in the cargo hold (such as, for example only, fragile musical instruments and similar objects) will be accepted for carriage only in the passenger cabin, if enough space is available and according to the special procedures specified by the Carrier to guarantee the safety of passengers and the crew. Transport of such objects may be subject to special Tariffs, available on page **Special Baggage** of Alitalia's Web Site, or communicated by Contact Center operators, ticket offices and Authorized Agents.

**7.5.** Code sharing flights or flights with multiple carriers may have different conditions and allowances of Baggage carriage. Further information are available at "Baggage" section of Alitalia's Web Site, or on the websites of the above carriers, or communicated by Contact Center operators.

## **ARTICLE VIII RESTRICTIONS REGARDING CONTENTS OF BAGGAGE**

**8.1.** Pursuant to Alitalia's rules and applicable law and regulations regarding aeronautical safety, some objects are not permitted in the cabin and/or in the cargo hold, or their acceptance may be subject to limitations. Description of such objects and of limits and conditions of carriage are available on page **Special Baggage** of Alitalia's Web Site.

**8.2.** In addition, Registered Baggage cannot contain objects such as (for example only): electronic cigarettes or pipes, valuables, fragile, or perishable objects, cash, jewels, precious metals, silverware, computers and their accessories, electronic gadgets or devices for personal use, cameras and photographic equipment, negotiable securities, credit instruments, government securities, stock and bond certificates or other securities, work, business, or commercial documents, passports and other personal identification documents, sample collections, heirlooms, antiques, artisanal or antique products, artworks, rare books, valuable publications or manuscripts, house keys and car keys.

**8.3.** Alitalia has the right to refuse the carriage as Baggage, or refuse to continue the carriage, of any object that is unsuitable for carriage on the aircraft due to its dimensions, shape, weight, content, peculiar characteristics, fragility, perishability, for security or operative reasons, or because it may cause inconvenience or disturb to other passengers.

**8.4.** For reasons linked to the security of the aircraft and the passengers, the Carrier may submit the Baggage to checks and inspections, also by means of electronic or radiogenic devices. In case of absence of the passenger, his/her belongings may be inspected to determine if the passenger is in possession of (or if his/her baggage contains) any objects for which carriage is prohibited pursuant to these G.C.C., or firearms, munitions or other weapons that have not been duly declared to the Carrier pursuant to these G.C.C.

If the passenger does not agree to the above-mentioned inspections, the Carrier reserves the right to refuse the carriage of the passenger and his/her Baggage.

**8.5.** Passenger's exercise of his/her rights under the contract of carriage pertaining to the carriage and return of a Registered Baggage is subject to his/her possession and presentation of the baggage receipt issued at the time of check-in and bearing the name of the passenger to whom Alitalia undertakes the obligation of carriage, as well as the passenger's ticket number and the pieces of Registered Baggage. If the person seeking to claim a Registered Baggage is unable to produce the baggage receipt or to identify the Baggage, Alitalia will return such baggage only if such person is able to give evidence and adequate proof of his/her right to claim such Baggage. The Carrier reserves the right to subject such return to the issuance of a specific written release by the passenger that will indemnify Alitalia against any and all further claims (including third parties' claim). Receipt by the ticket holder of his/her Registered Baggage without any written complaint at the time of receipt indicates that the Registered Baggage has been delivered in good condition and in compliance with the contract of carriage.

**8.6.** The passenger has the right to travel with animals only if they are appropriately housed in containers suitable for air carriage as specified by Alitalia.

Before the flight it is a passenger's duty to (i) inquire about any conditions and limitations regarding transport and/or entrance of animals in the country of destination; (ii) inquire about any features and/or health conditions of the animal that are unsuitable for carriage; and (iii) hold the required health and vaccination certificates, entry permits and other documents required for the carriage and/or entry of the animals. Such documents will have to remain valid at time of check-in and throughout the entire travel. The passenger must comply with any disposition of the countries of transit, departure or arrival, along with Alitalia's instructions and regulations. The Carrier is not responsible for any sanctions, loss, expenses or any consequence arising from not having checked the above conditions and limitations, from not holding the necessary documents or from not following the applicable norms and dispositions.

Assistance dogs recognized for disabled persons will be carried free of charge in addition to free baggage allowance, according to procedures indicated by the Carrier and available on page **Animals** of Alitalia's Web Site.

## **ARTICLE IX**

### **TIMES, DELAYS AND FLIGHT CANCELLATIONS**

**9.1.** Scheduled flight times are available on Alitalia's Web Site [www.alitalia.com](http://www.alitalia.com) and during the Ticket purchase process, or communicated by Contact Center operators, ticket offices and Authorized Agents, and are shown on the Ticket.

Alitalia will perform carriage in the prescribed way and times. In any case, regularity and punctuality of flights are subject to factors independent from Alitalia, such as weather conditions, airport flight traffic restrictions, control tower wait, strikes, and so on. Such factors may determine a variation and, in more severe cases, the reschedule or cancellation of the flight. Without prejudice to assistance obligations and norms that regulate Carrier conduct in the single instances that many arise, Alitalia will communicate flight variations to passengers and do whatever possible to alleviate discomfort for its passengers. The passenger must provide Alitalia with a phone number and email where the Carrier may send communications related to any variation of flights.

**9.2.** Delay, cancellation, denied boarding (overbooking) and downgrade are disciplined by the applicable laws and regulations. For more information, please visit the link "passengers rights" on Alitalia's Web Site. .

Such provisions do not form part of the contract of carriage or these G.C.C. and are subject to modification from time to time by the competent legislative and regulatory bodies.

## **ARTICLE X REFUNDS**

**10.1.** Conditions for reimbursement of purchased Tickets are disciplined by the Fare Rules applicable at the time of purchase and available on Alitalia's Web Site during the Ticket purchase process, or communicated by Contact Center operators, ticket offices and Authorized Agents. General information about refunds are available on page **Purchases and Refunds** of Alitalia's Web Site.

**10.2.** The ticket holder or the person who paid for the Ticket will be entitled to refund. If the ticket was paid by someone other than the holder, the Carrier will effect refund only to such person or subject to his/her instructions, upon presentation of appropriate documentation. Refund effected by the Carrier in good faith and without negligence to a person who appears to be the holder and/or purchaser of the Ticket is deemed to be correctly effected in favor of the entitled person. Except in case of a lost Ticket, the holder/purchaser will be entitled to refund only when the Ticket and all unused flight coupons are returned to the Carrier. If the Ticket is unused, the Carrier will reimburse any and all taxes and charges imposed by operation of law or required by governmental authorities in connection with the flight. Refund of such taxes is also applicable to non-refundable tickets purchased through specific promotional offers. In case of partial use of the Ticket, the reimbursed amount will be proportionate to the taxes on the non-flown segment.

**10.3.** A Ticket issued by Alitalia or by one of its Authorized Agents may be refunded up to 30 (thirty) days after its expiration date, unless more restrictive conditions are set by the agreed Tariffs. Refunds of Tickets purchased through Authorized Agents are made by the Authorized Agents directly. Alitalia reserves the right to make the refund with the same methods and currency used for the Ticket payment

## **ARTICLE XI CONDUCT ABOARD**

**11.1.** Pursuant to the Italian Navigation Code and further national and international provisions which are applicable to air transport, the Captain of the flight is in command of the aircraft and is authorized to act as he/she believes necessary in order to ensure a safe flight. Every person on the aircraft, both passengers and crew, must follow the Captain's orders. The Captain is also authorized to act as he deems necessary for safety towards passengers whose behavior, physical or mental state are deemed dangerous for the safety of the flight. The passenger will be liable to the Carrier and third parties for all damages caused by his/her behavior.

**11.2.** If a passenger aboard the aircraft: (i) endangers the safety of flight; (ii) disturbs the other passengers and the crew or behaves so as to cause inconvenience to them; (iii) causes damage to the aircraft and/or carried passengers and goods; (iv) obstructs the crew in the performance of its duties; (v) disregards the crew's instructions about proper behaviors on board or respect of procedures, the Carrier may take appropriate measures to prevent or limit continuation of such conduct, including restraint within legal limits, and may disembark or refuse to embark, or refuse to continue the carriage of, the passenger concerned.

**11.3.** The passenger undertakes to follow Carrier's instructions that, for reasons of flight safety, prohibit or limit the on-board use of electronic devices such as, for example only: cell phones, portable computers, portable recorders, portable radio devices, CD players, electronic games, receiver-transmitter devices, including remote-controlled or radio-controlled toys and walkie-talkies.

The above does not include medical devices such as hearing or breathing aids or pacemakers essential to the passenger's health. Nevertheless the passenger has to check in advance whether such devices are admissible, by calling the Contact Center.

**11.4.** Smoking is prohibited on all Alitalia's flights. Violation of this prohibition will lead to sanctions prescribed by law, notwithstanding Alitalia's right to claim damages incurred by such violation. In conformity with IATA procedures the prohibition to smoke also extends to electronic cigarettes starting from 1 April 2013.

## **ARTICLE XII**

### **ADMINISTRATIVE FORMALITIES**

**12.1.** A series of laws and regulations govern the service of carriage to passengers. Failure to comply with such provisions may lead to denial of carriage. In this respect please refer to articles 4.7. and 4.8. of these G.C.C.

**12.2.** The passenger must hold the necessary travel documents and must comply with laws, regulations, orders, rules and conditions established by the country of departure, destination, or transit. Therefore, the passenger will have no right to any damages or refund from Alitalia due to consequences deriving from the lack or falsity of such documents or visas or from the infringement of such laws, regulations, orders, rules, and conditions, save the right Alitalia reserves to reimburse the ticket unused as a consequence of the visa refusal for reasons beyond the control of passenger that has been communicated to Alitalia prior to departure).

**12.3.** In addition to what provided under articles 4.6. and 4.7 above, the passenger undertakes to reimburse Alitalia for all sums paid or deposited and for all expenses incurred due to the lack or falsity or inadequacy of required documents or due to the failure to comply with laws, regulations, orders, rules and conditions established by the country of departure, destination, or transit. For such payments, the Carrier may use any other sum that the passenger has paid for carriages not yet performed or for any other reason. The passenger consents to show all documents required by the laws, regulations, orders and rules of the country of departure, transit, and destination, and must make certain that they are in order.

The passenger who lacks the above documents or who presents unsuitable documents will lose his/her right of carriage.

**12.4.** The passenger also undertakes to allow Alitalia to make a copy of such documents for purposes of complying with national, international and foreign immigration laws. Alitalia guarantees that the data contained therein will be processed in conformity to regulations for the protection of privacy.

**12.5.** Whenever a passenger is denied entry in a country, such passenger must reimburse the Carrier for any and all fines or other money-penalties issued, as well as all costs and expenses incurred, as a result of such denied entry. In any case the passenger will not be entitled to a refund of amounts paid for carriage to the place of denied entry or expulsion.

**12.6.** The passenger is obliged to submit himself or herself to all ordinary security checks legitimately conducted by competent authorities, by other authorised parties or by the Carrier. The passenger also undertakes to permit inspections of his/her person and baggage by Customs Officers, as well as by other governmental authorities or competent parties, including on request of Alitalia, if based on objective reasons of security and within limits of applicable legal provisions.

The passenger will not have any right to carriage if he/she opposes such inspections.

### **ARTICLE XIII**

#### **DAMAGES' INDEMNIFICATION AND LIMITS OF LIABILITY**

**13.1.** In case of:

- (i) death or bodily injury of passengers;
- (ii) delay in the carriage by air of passengers;

(iii) delay in the carriage by air of baggage; and

(iv) damage, destruction or loss of baggage,

the Italian and international rules shall apply, and specifically the Italian Navigation Code, the Montreal Convention, available through the following link <http://www.fog.it/convenzioni/inglese/montreal-1999-2010.htm>, as well as the Council Regulation (EC) No. 2027/97, as amended by Regulation (EC) No. 889/2002 of the European Parliament and of the Council, available through the following link <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32002R0889&from=IT>, and Regulation (EU) No. 996/2010, as amended by Regulation (EU) No. 376/2014, as well as ENAC Circular GEN-05 of 8 October 2014. Such provisions do not form part of the contract of carriage or these G.C.C. and are subject to modification from time to time by the competent legislative and regulatory bodies.

**13.2.** The following information note resumes the above rules.

a) Damages' indemnification in case of death or bodily injury of a passenger: the carrier is liable for damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking. For damages not exceeding 113,100 **Special Drawing Rights**<sup>1</sup> for each passenger, the carrier shall not be able to exclude or limit its liability. The carrier shall not be liable for the above damages to the extent that they exceed for each passenger 113,100 **Special Drawing Rights** if the carrier proves that: a) such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or (b) such damage was solely due to the negligence or other wrongful act or omission of a third party.

b) Advance payments: in the case of aircraft accidents resulting in death or injury of passengers, the carrier shall, if required by its national law, make advance payments without delay to a natural person or persons who are entitled to claim compensation in order to meet the immediate economic needs of such persons. In case of death, the advance payment shall not be less than 16,000 **Special Drawing Rights**. Such advance payments shall not constitute a recognition of liability and may be offset against any amounts subsequently paid as damages by the carrier.

c) Delay in the carriage by air of a passenger: the carrier is liable for damage occasioned by delay in the carriage by air of passengers. Nevertheless, the carrier shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible

for it or them to take such measures. The liability of the carrier for each passenger is limited to 4,694 Special Drawing Rights.

d) Delay in the carriage by air of a baggage: the carrier is liable for damage occasioned by delay in the carriage by air of baggage. Nevertheless, the carrier shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures. The liability of the carrier for each passenger is limited to 1,131 Special Drawing Rights.

e) Damage, destruction or loss of baggage: in the carriage of baggage, the liability of the carrier in the case of destruction, loss, damage or delay is limited to 1,131 **Special Drawing Rights** for each passenger. In case of checked baggage, the carrier shall be liable for damage even though it was not caused by negligence, except for any baggage defects. The carrier shall be liable for damage to unchecked baggage solely to the extent that such damage was caused by act or omission of the carrier.

f) Higher limits of liability for baggage: passengers can benefit of an higher limit of liability by making at the time when the checked baggage was handed over to the carrier a special declaration of interest in delivery at destination and paying a supplementary sum if the case so requires. Alitalia has entered into agreements with highly qualified partners operating in the insurance market and offers to passenger insurance policies against damages to baggage and other risks arising from, or otherwise connected with, the travel. Further information are available at "Additional Services" section of Alitalia's Web Site.

g) Timely Notice of Complaints:

receipt by the person entitled to delivery of checked baggage or cargo without complaint is *prima facie* evidence that the same has been delivered in good condition and in accordance with the document of carriage. In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt in the case of checked baggage.

In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage have been placed at his or her disposal. Every complaint must be made in writing and given or dispatched within the times aforesaid. If no complaint is made within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on its part.

h) Liability of Contracting Carrier and Actual Carrier: if the carrier performing whole or part of the carriage is not the Contracting Carrier, any complaint to be made by a passenger to the carrier shall have the

same effect whether addressed to the Contracting Carrier or to the Actual Carrier. The Contracting Carrier is the carrier whose name or code appears over the flight ticket.

i) Limitation of actions: the right to damages shall be extinguished if an action is not brought within a period of two years, reckoned from the date of arrival at the 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 that period shall be determined by the law of the court seised of the case.

#### **ARTICLE XIV**

##### **on equal-terms mediation (so called “conciliazione paritetica”)**

With the aim to increase and make known the out of court dispute resolution mechanisms related to consumers' matters and, in particular, the bilateral mediation procedures and the relevant service of consultancy and assistance to consumers, Alitalia has executed with the major Italian Consumers Organizations a Set of Rules disciplining the on equal-terms mediation (so called “Conciliazione Paritetica”).

The above procedure is aimed to settle any disputes arising out between Carrier and passengers/consumers, in which a free of charge Mediaton Commission is composed including a representative of the Consumers Organization, on behalf of the consumer, and a representative of the company.

The procedure can be started in relation to any complaints arising from disruptions or failures to comply with the contract of carriage concluded with Alitalia. Passengers who have submitted a complaint and who are not satisfied, or have received no reply from the company's customercare within the applicable terms, are entitled to start the on equal-terms mediation by submitting an application to the Mediation Office.

Any information on terms and conditions of the above procedure are available at “Information/Passenger Rights/On Equal-Terms Mediation” section of Alitalia's Web Site.

#### **ARTICLE XV**

##### **CHANGES AND WAIVERS**

No agent, employee or servant of Alitalia is entitled to change, substitute or cancel these General Terms of Carriage.

No clause of these General Terms of Carriage can be interpreted as a waiver of any company's legal obligations.

## **ARTICLE XVI**

### **COLLECTION AND PROCESSING OF PERSONAL DATA**

Alitalia, acting as the Data Controller, collects, processes, and/or uses personal information and other data of the passenger for providing the service of carriage and other ancillary services.

Alitalia handles all of its customer data according to the provisions set forth by the Italian Legislative Decree No. 196 of June 30, 2003, regarding the "Personal data protection code".

Alitalia ensures that the processing of personal data - however it is obtained - is performed with respect for fundamental rights and freedoms, as well as the individual's dignity, with particular reference to confidentiality, personal identity and the right to personal data protection

These data are collected, processed and/or used mainly through automatic tools, exclusively for the above purposes and may be shared by Alitalia with its Authorised Agents, acting as external "Data Processors" pursuant to article 29 of Italian Legislative Decree 30 June 2003, No. 196 (Personal data protection code), as well as with other carriers, acting as independent data controllers, in case of code share agreements.

Furthermore, Alitalia may disclose personal data and other data of the passengers to any competent authorities/governmental agencies, both national and foreign (including any competent authorities and/or governmental agencies of United States and Canada), if so required by such authorities/governmental agencies pursuant any applicable rules and to the extent that such disclosure be therefore necessary to provide the service of carriage.

To the purpose of providing the service of carriage and other ancillary services, Alitalia may also process "sensitive information" pursuant to the above Legislative Decree No. 196/2003.

These information may be processed for purposes resulting from a passenger requesting, by way of example, specific medical assistance to Alitalia and/or an airport operator, or he or she has voluntarily disclosed such information to the company or to any other third parties (such as the travel agent through which he or she booked the flight).

By providing Alitalia with personal information which are or may be considered "sensitive information", the passenger authorises Alitalia to collect, process, use, share with third parties and transfer such information, including outside the European Economic Area (EEA).

If the passenger does not give consent to the processing of personal data or he or she revokes such consent, Alitalia may not be able to provide whole or part of the services requested by the passenger.

Pursuant to EU Regulation No. 996/2010, in order to allow passengers' relatives to obtain information quickly concerning the presence of their relatives on board an aircraft involved in an accident, Alitalia offers its passengers the opportunity to give the name and contact details of a person to be contacted in the event of an accident.

The above information may be used by Alitalia only in the event of an accident and shall not be communicated to third parties or used for commercial purposes

Alitalia's customers may contact the Data Controller to assert their rights as stipulated in Art. 7 of Italian Legislative Decree No. 196/2003 (including, but not limited to, the rights to obtain confirmation of the existence of data and the communication of said data in an intelligible form, the source of the data, the purposes and methods of processing, updating, correction or integration, deletion, anonymization or blocking of personal data processed illegally, and finally the right to object, in whole or in part, to its use) by means of a request sent to the following address: Via Alberto Nasseti snc, Pal. ALFA, Fiumicino (RM), P.O. Box 00054, Italy, or without formal procedures to the following email address: **privacy@alitalia.it**.

Further information are available at "Privacy" section of Alitalia's Web Site.

<sup>1</sup> The limits of liability set forth by articles 21, 22 and 23 of Montreal Convention shall be reviewed by the I.C.A.O. at five-year intervals, the first such review to take place at the end of the fifth year following the date of entry into force of this Convention. The limits of liability pointed out in these General Conditions of Carriage are those revised with effect from 1 January 2010.