

General Conditions of Carriage

When you book a flight with Norwegian, you agree to our General Conditions of Carriage for passengers and baggage.

26 February 2016

Article 1: Definitions

Agreed Stopping Places

Those places, except the place of departure and the final destination, specified on your Ticket or in our timetables as stopping places on your Itinerary.

Airline Designator Code

The two or three characters or letters used to identify an airline and its flight. For example, Norwegian Air Shuttle ASA's airline designator code is "DY" or "D8".

Authorised Agent

A sales agent authorised by us to sell our services.

Baggage

Personal belongings including assistive devices that the passenger brings with them on their journey. Unless expressly stated to the contrary, this includes both Checked Baggage and Hand Baggage.

Baggage Check

That part of the Baggage Identification Tag that you are given as your receipt for Checked Baggage.

Baggage Identification Tag

The document issued by the Carrier solely to identify Checked Baggage.

Booking

A Booking request made by you or on your behalf, and accepted by us for travel on our flights.

Booking Reference

The unique code comprising of six characters (letter and numeric), provided by us and used to identify your confirmed Booking.

Checked Baggage

All Baggage for which we have taken responsibility for, and for which, in that connection, we have issued a Baggage Check.

Connecting Flight

Two or more flight sectors that make up a one way journey sold by us as one Booking.

Contact Centre

Our booking and customer service call centre. Phone numbers for the Contact Centre are published on our Website.

Conventions

We comply with all applicable laws, verdicts, conventions and regulations.

Damage

Includes death, personal injury, loss, partial loss, theft or other damage arising out of, or in connection with, air carriage.

Days

Calendar days. Includes all seven (7) days of the week. For the purposes of changes or notification, the day on which the change or notice was received/sent will not be counted. For the purposes of deciding whether a Ticket is valid, the day on which the Ticket was issued or the flight commenced will not be counted.

Electronic Coupon

An electronic flight coupon for an Electronic Ticket held in our computer database, which displays the places of departure and destination between which you are entitled to be carried.

Electronic Ticket

A ticket issued electronically comprising of Electronic Coupons.

Fare

The applicable price we have set for a Booking.

Fare Rules

The additional conditions which dictate the flexibility and services for transport relating to the Booking.

Force Majeure

An unusual and unforeseen event beyond our control, the consequences of which could not have been avoided even if all reasonable due care and attention had been exercised.

General Conditions of Carriage

These General Conditions of Carriage.

Hand Baggage

All Baggage and personal items, or other articles (not included in Checked Baggage) accompanying you on your flight.

Itinerary

A document or documents issued to you by us or our Authorised Agents, detailing your flight with us.

Optional Services

Other services, such as Checked Baggage, that is not included in the Fare applicable to the Fare Rules of the Booking.

Rules

All rules and declarations, with the exception of these General Conditions of Carriage, that we have laid down and applicable on the day the Booking was confirmed and applicable to the carriage of you and your Baggage, including the applicable Fares on that day.

SDR

Special Drawing Right as defined by the International Monetary Fund.

Tariff

The published Fares and/or conditions of carriage of a carrier which has filed such a "tariff", where required, with the appropriate authorities.

Ticket

A valid document which entitles you to travel on our flights, being either an Electronic Ticket or another document issued by us or on our behalf after the Booking is confirmed and before boarding, including a Baggage Check.

Voluntary Disembarkations

A disembarkation during your journey, requested by you, at a stopping place between the place of departure and the final destination, accepted by us in advance.

you, your, the passenger, the customer

Any person and any infant travelling with you, with the exception of crew members, who is carried or is to be carried on an aircraft pursuant to a Ticket.

we, us, our, the Carrier, Norwegian

Norwegian Air Shuttle ASA

Website

www.norwegian.com, www.norwegian.no, www.norwegian.dk, www.norwegian.se

Article 2: Applicability

2.1 General

2.1.1 These General Conditions of Carriage are our conditions of carriage to which reference is made on our Tickets, electronic booking documentation or Website. Except where clauses 2.3 and 2.4 say otherwise, they will apply to all carriage of you and your Baggage performed by us, and to other services provided by us, whether paid for or otherwise. The General Conditions of Carriage supplement our Rules stated on the Ticket, electronic booking documentation or our Website.

2.1.2 The General Conditions of Carriage will also apply to complementary or reduced Fare carriage unless specified otherwise in these conditions, Booking, Ticket, or the electronic booking documentation for the carriage.

2.2 Charter

If the carriage is provided as a consequence of a contract concluded with a charter company, these General Conditions of Carriage will apply only insofar as they do not conflict with the conditions specified in the contract with the chartering company.

2.3 Mandatory statutory provisions

We are subject to national and international Conventions and regulations when transporting our customers. Our General Conditions of Carriage will apply insofar as they do not conflict with applicable Tariffs or Conventions. In those cases where an inconsistency exists between our General Conditions of Carriage and applicable Tariffs and Conventions, the Tariffs and/or Conventions will always take precedence over our General Conditions of Carriage.

2.4 The precedence of the General Conditions of Carriage over our other Rules

In those cases where an inconsistency exists between our other Rules and the General Conditions of Carriage, the latter will take precedence. The English version of the General Conditions of Carriage is the original text, and any versions in other languages are a translation of this. In the event of an inconsistency between the English version and any other translated versions, the original English version will take precedence.

2.5 Governing Law

Except as otherwise provided by applicable international Conventions or international or national laws and regulations that are compulsory, your contract of carriage, our General Conditions of Carriage, Tariffs and Rules shall be governed by the laws of Norway.

Article 3: Tickets

3.1 General

The Ticket constitutes proof that a contract has been concluded between us and the passenger whose name is stated on the Ticket. If a Ticket has not been issued, the Booking and

consequent payment will constitute proof that a contract has been concluded. In these circumstances, the General Conditions of Carriage will apply.

3.2 Your right to carriage

3.2.1 You will only be accepted for carriage on our flights if you have been issued a Ticket or your Booking has been accepted pursuant to the conditions specified in Article 6.

3.2.2 We will only provide carriage to the person whose name is stated on the Ticket. You must present valid identification identical to the name on the Ticket on demand in accordance with the rules specified in Article 15. If you cannot present valid identification or the necessary travel documents, e.g. passport or visa, on demand, we reserve the right to refuse you carriage. If you are travelling with a child under two years of age must, unsolicited, present a birth certificate for the child. If a birth certificate cannot be presented on demand, we may refuse carriage.

3.3 Transferability

3.3.1 Unless you are permitted to do so according to the applicable Fare Rules, you may not transfer the Booking. The passenger name, route and destination can be changed on a Ticket in return for the applicable charges and any difference in Fare.

3.3.2 If a Ticket is presented by a person other than the person whose name is stated on the Ticket or Booking, and we unknowingly undertake the carriage of such a person, we may not be held liable in relation to the passenger whose name is stated on the Ticket or Booking.

3.4 Non-issue of Ticket

If we choose not to issue a Ticket, the General Conditions of Carriage will apply to the passenger whose name is stated on the Booking.

3.5 Validity

3.5.1 A Ticket or Booking is only valid if it corresponds with a confirmation issued, as described in clause 6.1.

3.5.2 The Ticket or Booking is valid for the date of travel specified on the Ticket or Booking and cannot be extended unless the Booking is changed in accordance with the applicable Fare Rules.

3.6 Our name and address

Our name may be abbreviated to Airline Designator Code on the Ticket. Our address is PO Box 115, 1330 Fornebu, Norway. Please also see our Website for more details of how to contact us.

Article 4: Voluntary Disembarkations

4.1 General

We may permit you to disembark from the aircraft at Agreed Stopping Places, if local authorities and our General Conditions of Carriage so permit.

Article 5: Fares, Taxes and Charges

5.1 Fares

5.1.1 The Fare will only apply to carriage between the place of departure and the final destination, unless specifically stated to otherwise. Fares do not include ground transport between airports or between airports and ground terminals. Fares are calculated according to the available Fares on the day the Booking is confirmed for a journey on a particular day and according to a particular Itinerary. Changes to itineraries or travel dates may result in changes to Fares.

5.1.2 All additional charges for Optional Services will be specified in separate transactions.

5.2 Valid Fares

The valid Fares are those that apply at the time a Booking is made. Fares may vary due to the number of seats still available in any given Fare category, and we do not guarantee that Fares will be available in all categories. All Fares are subject to availability.

5.3 Taxes and charges

The applicable taxes and charges imposed by government authorities or airport authorities must be paid by you. If taxes or charges are abolished or reduced so that they no longer apply to your journey on the day of departure, you may claim for reimbursement by contacting us directly.

5.4 Currency

Fares and taxes must be paid in the currency stated by us at the time the Booking is made.

5.5 Value added tax (VAT)

All Fares and charges for Optional Services for domestic flights include local VAT rates.

5.6 Service charge and credit card surcharge

5.6.1 A service charge will apply to all Bookings made via our Contact Centre or at the airport. We may waive the service charge in instances where we do not allow you to perform such requests via our Website.

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

Article 6: Bookings and Fare Rules

6.1 Confirmation of Booking

Bookings are confirmed and will be regarded as having been confirmed once the Booking Reference is made available. At the completion of a Booking, the Itinerary and Booking Reference will be provided.

6.2 Personal data

6.2.1 An email address and mobile phone number must be provided at the time of Booking. This information must be correct as it is our only means of contact with you.

6.2.2 You hereby accept that the personal data we have received has been provided for the purposes of making a Booking, buying a Ticket, providing ancillary services such as hotel bookings and car rental, facilitating special arrangements and facilities for disabled passengers and other passengers with special wishes/requirements, ordering special meals, simplifying routines in relation to immigration and arrival procedures, and supplying such data to government authorities in connection with the flight. For these purposes you accept that we may retain and use such data and that we may transfer these to our own offices, Authorised Agents, government authorities, other carriers and others who provide such

services. Your personal data will not be used for marketing purposes unless you have consented to this in advance.

6.3 Fare Rules

6.3.1 We have a system of Fare Rules that determine flexibility, and the Optional Services that are included in the Fare. These Fare Rules are fixed and specified at the time of Booking and are available on our Website, from us, or one of our Authorised Agents.

6.3.2 Bookings can be changed in accordance with the Fare Rules of the active Booking. The applicable charges for the change must be paid at the time the change is made. The changes and applicable Fare Rules of the new Booking are accepted once payment is made. A refund will not be provided even if the new Fare is less than the original Fare.

6.3.3 Bookings must be cancelled in accordance with the applicable Fare Rules. The Fare Rules will determine whether or not the fare is refundable. Refunds will be provided in accordance with Article 12.

6.4 Seat reservation

6.4.1 When you book a flight, you have the option to reserve a preferred seat. Depending on the applicable Fare Rules, a seat reservation may be considered an Optional Service and the applicable charge will apply. The current Rules and charges for seat reservations are available from us, on our Website or from our Authorised Agents. Such Rules and charges and may change.

6.4.2 In special circumstances we may have to change your seat, even if it has been reserved in advance. If you do not make a seat reservation, we will assign you a seat on the day of departure.

Article 7: Special discounts for residents and large families

7.1 Discounts for residents

7.1.1 Entitlement to discounts on the price of scheduled air transport extends to Spanish citizens, citizens of any country of the European Union or countries which are part of the European Economic Area or Switzerland, as well as their family members who are third

country nationals enjoying the right to permanent residency and citizens who are third country nationals enjoying long-term residency, who can prove their status as resident of the Canary Islands, the Balearic Islands, or the cities of Ceuta or Melilla.

7.1.2 Passengers residing in Ceuta or Melilla, the Balearic Islands or the Canary Islands will be entitled to a 50% discount each way on fares for one-way or round-trip direct flights between these locations and the Spanish mainland or inter-island flights. A direct one-way flight is one which is taken from the airport at the point of origin on the islands, Ceuta or Melilla, to the final destination on the Spanish mainland, or vice versa. No intermediate stopovers longer than 12 hours will be permitted, except for those arising from technical needs or for reasons of force majeure. Passengers with residence in Ceuta will benefit from the same discount on flights to or from the airports of Malaga, Jerez or Seville.

7.1.3 The discount shall not apply to any chargeable items other than the ticket and checking in one piece of luggage of up to 20 kg, such as fees deriving from credit card payments, excess baggage, seat selection, or any other optional items.

7.1.4 At the time of booking, the passenger must declare their resident status or that they pertain to a family entitled to this discount, which will be validated online by the Spanish Ministry of Development when the ticket is issued. Passengers whose resident status cannot be validated online must present the following documentation at the check-in desk in order to receive the resident discount:

- a)** Spanish nationals: valid certificate of residence and valid identity card.
- b)** Spanish nationals under 14 years of age: valid certificate of residence.
- c)** EU/EEA /Swiss nationals: valid certificate of residence and valid identity card issued by the country of origin or valid passport.
- d)** Family members of EU nationals: A valid certificate of residence along with the valid residence card indicating his/her status of existing EU family member.
- e)** Long-term non-EU residents: valid certificate of residence along with a valid residency permit proving their long-term resident status.

7.1.5 Failure to do so may result in denied boarding, or the passenger will have to buy a new ticket at the applicable fare without the discount, and will not be entitled to a refund on the discounted ticket.

7.1.6 Passengers wishing to change their tickets – providing the fare chosen permits such changes – should consider the following: changes will only be permitted within the same VAT area, and changes from a non-discounted flight to a discounted flight and v.v. will not be permitted.

7.1.7 Changes to bookings where the resident's discount has been applied may only be done by contacting our Customer Service Center, and may incur additional charges.

7.1.8 Name changes will not be permitted.

7.1.9 We reserve the right to deny boarding in the event that any deficiency is detected in the documentation provided or in the identity of the passenger.

7.1.10 The resident discount is only applied when requested at the time of booking, and will not be honoured retroactively.

7.2 Discounts for large families

7.2.1 Members of large families whose status as such is officially acknowledged will receive a five percent discount on fares for scheduled domestic air transport of passengers if the family is in the general category, and ten percent if it is in the special category. This is in accordance with the provisions of Order FOM 3837/2006, of 28 November, which implements Law 40/2003, of 18 November, regarding the protection of large families, and complementary legislation.

7.2.2 Passengers seeking to access this discount on domestic flights must state this when making the reservation and present a national identity document and large family deed at the check-in desk to verify this status. Passengers must present valid documentation issued by their Autonomous Community or City. Failure to do so may result in denied boarding, or the passenger will have to buy a new ticket at the applicable fare without the discount, and will not be entitled to a refund on the discounted ticket

7.2.3 The large family discount is only applied when requested at the time of booking, and will not be honored retroactively.

7.2.4 Changes to bookings where the large families' discount has been applied may only be done by contacting our Customer Service Center, and may incur additional charges.

7.2.5 Name changes will not be permitted.

7.2.6 Members of large families who also seek to benefit from the resident's discount must also state this at the time of booking in accordance with the aforementioned provisions.

Article 8: Check-in and Boarding

8.1 Check-in deadlines

We reserve the right to cancel your Booking if you do not comply with the stipulated deadlines and requirements for check-in. Check-in deadlines may be found on our Website and are available by contacting us, or our Authorised Agents. We are not liable for any Damages you incur due to the failure to comply with the provisions of this clause.

8.2 Boarding deadlines

If you do not present yourself at our boarding gate by the deadlines stipulated, your Booking will be cancelled. The flight will under no circumstances be held, and you will be denied boarding at your own expense. Boarding deadlines may be found on our Website and are available by contacting us, or our Authorised Agents. We are not liable for any Damages you incur due to your failure to comply with the provisions of this clause.

Article 9: Refusal and Limitation of Carriage

9.1 Right to refuse carriage

9.1.1 We may, by exercise of reasonable discretion, refuse to carry you and your Baggage, providing we have informed you in writing that we, following such notice, will refuse to carry you on our flights, subject to denied boarding compensation rules set forth in Regulation (EC) 261/2004 or 14 CFR Part 250, where applicable.

9.1.2 We may also refuse to carry you or your Baggage if one or more of the following has occurred or we have reason to believe it may occur:

- a)** Such measures are necessary to comply with given laws, regulations or other provisions issued by government authorities;
- b)** The carriage of you or your baggage may endanger the safety and health of other passengers and/or the crew;
- c)** You are under the influence of alcohol or narcotics;
- d)** You have interfered with flight crew members or cabin crew in the performance of their duties (as set forth in 49 U.S.C. 46504) during previous flights and we have reason to believe that such reprehensible behaviour may be repeated;
- e)** Your behaviour is disruptive to other passengers or crew;
- f)** You have refused to submit to a security check;
- g)** You have not paid the applicable Fare, taxes or other charges;
- h)** It appears that you lack valid travel documents, or intend to destroy these during the flight, or you refuse to present travel documents to the crew on demand;
- i)** You present a Ticket or Booking which has been obtained unlawfully or has been purchased from a source other than us or our Authorised Agents, or which has been reported lost or stolen, is a forgery, or the passenger cannot prove his or her identity in relation to the name on the Ticket or Booking;
- j)** You refuse to follow our safety instructions;
- k)** You have previously committed one of the acts or omissions described above.

9.1.3 If you are refused carriage due to one or more of the circumstances described in clauses 9.1.2 (a)-(k) above, a written warning is not required, and we will cancel the Booking with no liability to refund the Ticket or for other expenses.

9.2 Unaccompanied minors, pregnant passengers and passengers with special needs

9.2.1 The carriage of unaccompanied minors, pregnant passengers or passengers with special needs may be accepted on the condition that approval has been received from us. The carriage of such passengers will take place in accordance with the applicable guidelines for such carriage specified at the time of Booking. These Rules may be found on our Website or by contacting us, or our Authorised Agents.

9.2.2 We may refuse to carry unaccompanied minors if we are unable to guarantee that the child will reach the place of destination at the stipulated time at the time of departure.

Article 10: Baggage

10.1 Objects that cannot be accepted as Baggage

10.1.1 You may not place the following in you Baggage:

- a)** Objects that are not baggage as defined in Article 1,
- b)** Objects that may cause damage to and/or endanger the aircraft, persons or goods on board the aircraft, such as for example the objects listed in the Safe Transport of Dangerous Goods Regulations of the International Civil Aviation Association (ICAO) or the International Air Transport Association (IATA);
- c)** Objects whose carriage is not permitted by law, regulations or provisions issued by any state from, to or through which the flight takes place;
- d)** Objects which in our opinion are unsuitable for carriage in that they are deemed a safety hazard, or unsuitable for carriage on account of weight, size, shape or other properties, or which are fragile or perishable;
- e)** Live animals, except as described in clause 10.8.

10.1.2 Weapons and ammunition, including sporting and hunting weapons, are prohibited in the cabin. In general, no weapons and ammunition, other than sporting and hunting weapons, are acceptable as Checked Baggage as specified in clause 10.4. Weapons must in all cases be unloaded and made safe, and otherwise properly packed, and the bolt/forend must be sent separately from the rest of the weapon. The carriage of ammunition is subject to the regulations of the ICAO and IATA regarding dangerous goods.

10.1.3 For flights that do not include a point of origin or destination in the United States, you must not place fragile objects, perishable or valuable objects, such as laptop computers, jewellery and precious stones, money, security documents, briefcases and attaché cases with alarms installed, medicines, medical certificates or identity documents in your Checked Baggage.

10.1.4 For flights that do include a point of origin or destination in the United States, we recommend that you do not place fragile objects, perishable or valuable objects, such as laptop computers, jewellery and precious stones, money, security documents, briefcases and attaché cases with alarms installed, medicines, medical certificates or identity documents in your Checked Baggage since our liability for any loss, damage and delay to baggage is limited in accordance with that stated in Article 16.2.2. To avoid refusal of carriage, according to clause 10.2(c), all Baggage must be packed in suitable packaging in accordance with our Rules.

10.1.5 It is forbidden to bring replicas of weapons, daggers, (flick) knives and other articles resembling offensive weapons as Hand Baggage, but these may be accepted as Checked Baggage.

10.1.6 For flights that do not include a point of origin or destination in the United States, if objects described in Article 9.1 are nonetheless included in your baggage despite the fact that this is prohibited, we will not be liable for the loss of, or damage to these objects.

10.2 Right to refuse carriage of Baggage

We reserve the right to refuse to carry your Baggage, or refuse onward carriage of your Baggage (after check-in) if one of the following problems is identified:

- a)** Objects described in clause 9.1 are discovered in your Baggage;
- b)** The Baggage is of such a size, shape, weight, content or other properties that they are unsuitable for carriage on board an aircraft;
- c)** The Baggage is not packed properly in suitable packaging, such that normal conditions we can guarantee that it will arrive undamaged.

10.3 Right to inspect

10.3.1 We may, for security or safety reasons, either request permission to inspect your Baggage, or contact the airport authorities to conduct a body search.

10.3.2 If you cannot be present during the inspection of your Baggage, we may, for security or safety reasons, inspect the Baggage ourselves in order to satisfy that you have not brought any of the objects described in clause 10.1 that have not been approved by us pursuant to clause 10.1. Should you refuse to comply with such a request, we may refuse to carry you and your Baggage.

10.4 Checked Baggage

10.4.1 When the Baggage has been presented to us for check-in, we will take charge of the Baggage and issue a Baggage Identification Tag for each piece of Baggage.

10.4.2 When you present Baggage for check-in, you are obliged to:

a) Attach a label that includes as a minimum your name and address; and

b) Pack all Baggage in suitable packaging, as stated in the Rules published on our Website, to avoid refusal of carriage according to clause 10.2(c).

10.4.3 Baggage accepted for check-in will be carried on the same aircraft as you.

Exception: If parts or all the Baggage that you want to check-in cannot be accepted due to the aircraft's cargo capacity, we may decide transport the Baggage afterwards on one of our flights, or on a flight with a different carrier.

10.4.4 The allowances for Checked Baggage will depend on the applicable Fare Rules, and type of Checked Baggage as follows:

a) If Checked Baggage is not included in the Fare in accordance with the applicable Fare Rules, Checked Baggage will be accepted upon payment of the applicable charge. Sporting equipment and musical instruments are considered Optional Services and will be accepted upon payment of the applicable charge. The current Rules regarding size, weight and piece limits and charges for Checked Baggage, including sporting equipment and musical instruments may be obtained on demand from us, our Website or from one of our Authorised Agents. Such Rules and charges and may change.

b) Equipment for children/infants (e.g. stroller, car seat etc.) may be accepted over the standard Checked Baggage limits in accordance with our Rules. The current Rules regarding the acceptance of such equipment may be obtained on demand from us, our Website or from one of our Authorised Agents.

c) Checked Baggage limits and charges shall not apply to passengers' mobility aids, and medical equipment. Rules regarding the carriage of mobility aids and medical equipment may be obtained on demand from us, our Website or from one of our Authorised Agents.

10.5 Excess Baggage

If a piece of Checked Baggage exceeds the allowable weight limit, or if the passenger exceeds the allowable piece limit, excess Baggage charges will apply. Weight limits and excess Baggage charges may be obtained on demand from us, from our Website or from one of our Authorised Agents. Such Rules and charges may change.

10.6 Hand Baggage

10.6.1 Baggage that is taken on board as Hand Baggage must be of a size and/or weight that means it can be stowed in a closed baggage locker in the cabin, or under the seat in front of you. The item must not exceed the size and weight, and piece limit applicable to the Fare Rules, and itinerary. Such Rules may be obtained on demand from us, our Website or from one of our Authorised Agents. Objects that exceed the permitted limits or items that we consider will not fit in the cabin must be sent as Checked Baggage. Before this is done, you will be given an opportunity to remove the objects described in clause 10.1, third paragraph. You may be subject to the applicable baggage charges if the item exceeds the allowable limits.

10.6.2 Objects that cannot be carried in the aircraft's cargo may be accepted in the cabin to the extent permitted by applicable laws and our Rules.

10.6.3 Mobility aids shall be stowed in the cabin to the extent feasible and permitted applicable law. Mobility aids that cannot be stowed in the cabin may be stowed in the cargo hold. In either case, mobility aid shall be given priority stowage in either the aircraft's cabin or cargo hold, as applicable.

10.7 Retrieval of Baggage

10.7.1 You must retrieve your Checked Baggage as soon as it is available at your final destination or stopping place. If you do not retrieve your Baggage within a reasonable time, we may impose a storage fee. If you have not retrieved your Baggage within three (3) months after it was made available, the Baggage will be removed and we will have no liability for any loss you suffer as a result.

10.7.2 When travelling on a Connecting Flight, in accordance with local customs clearance conditions, you may be required to collect your Checked Baggage at your transit destination and submit it again for check-in on the next flight, even if the Baggage Check is states that the Checked Baggage will be transported to your final destination. You are responsible for adhering to the applicable customs clearance conditions for the country you are transiting through.

10.7.3 Only the person who can show a Baggage Check and Baggage Identification Tag is entitled to retrieve Checked Baggage.

10.7.4 Should a person demanding the retrieval of Baggage be unable to show a Baggage Check or identify the Baggage by a Baggage Identification Tag, we may refuse to surrender the Baggage to said person unless he or she can satisfactorily prove ownership of the Baggage.

10.7.5 You must remove all Hand Baggage from the aircraft upon disembarking. We are not liable for any loss suffered by you if you have failed to remove all Hand Baggage from the aircraft upon disembarkation.

10.8 Animals

10.8.1 We will accept live animals (dogs and cats) for carriage in the cabin and cargo hold to/from selected destinations upon payment of the relevant charges and in accordance with the applicable Rules regarding booking and check-in and transport requirements. Animals must be transported in a kennel according to our Rules and be accompanied by valid health and vaccination certificates, import permits and any other documents required by the destination or transit state. Specific information regarding our Rules and charges for the transport of animals may be obtained by contacting us, from our Website, or from one of our Authorised Agents. Such Rules and charges and may change. Service dogs will be accepted for carriage free of charge in accordance with clause 10.8.2.

10.8.2 Service dogs accompanying passengers with special needs, shall be permitted in the cabin of the aircraft to the extent permitted by applicable law, provided, however, that you shall remain solely responsible for obtaining all certificates, import permits and other documents required by the destination country. Specific information regarding the Rules for travelling with service dogs, emotional support dogs and police and rescue dogs, may be obtained by us, from our Website, or from one of our Authorised Agents.

10.8.3 We are not responsible for verifying that an animal has the necessary documentation, including vaccination documents prior to travel through, to or from any country. We shall not have any liability for fines, costs or losses incurred in connection with an animal being refused entry into a country.

Article 11: Schedules and Flight Irregularities

11.1. Schedules

11.1.1 We will do our utmost to adhere to the published schedule for the day of carriage. Times indicated in schedules or elsewhere are not guaranteed and may change between when the schedule is published and the date you wish to travel. We reserve the right to make schedule changes.

11.1.2 Before we accept your Booking, we or our Authorised Agent will inform you of the scheduled departure time for your flight and it will be displayed on your Ticket or Itinerary. We reserve the right to change the departure time of your flight after the Booking is made. If you provide contact information to us or our Authorised Agent, we will do our best to inform you of such changes. For flights to or from the United States, we will notify you in accordance with our Customer Service Plan.

11.1.3 If after you have made your Booking we significantly change the departure time for your flight, by more than 60 minutes, to a time that is unacceptable for you, and we are unable to obtain a seat on an alternative flight that is acceptable for you, we will provide a refund in accordance with Article 11. In addition to this, the provisions in clause 11.2.3 and clause 16.4 will apply.

11.2 Cancellations and delays

11.2.1 We will take all reasonable measures to carry you and your Baggage in the most expedient manner. Due to operational reasons, we may arrange for a flight to be operated on our behalf by an alternative carrier or with alternative means of transport.

11.2.2 If at any time after the Booking has been made, we cancel, re-route or delay your flight, we will provide assistance in accordance with Regulation (EC) 261/2004. For flights to or from the United States, we will provide assistance in accordance with our Customer Service Plan.

11.2.3 One of the following remedies will be available to you in the event that your flight is cancelled, re-routed or delayed by five hours or more:

a) We will carry you as soon as possible to the agreed destination when a seat is available within the same cabin type, on a flight within our route network.

b) We will carry you to the agreed destination when a seat is available within the same cabin type on a flight within our route network at a time suitable to you within fourteen (14) Days of the original scheduled departure time.

c) In the case of re-routing to airports other than those in your Itinerary, we will, at our own expense, ensure that you are carried to the agreed destination.

d) If you do not accept the alternative options, we will provide a refund in accordance with Article 12.

11.2.4 Should some of the circumstances mentioned in 10.2.3 a), b), c) and d) occur, except as provided by applicable law, the remedies in Article 10 will be the only remedies available to you and we will accept no further liability to you. Liability will be limited in accordance with clause 15.4.

11.3 Overbooking

11.3.1 We will provide compensation for involuntary denied boarding pursuant to the denied boarding compensation rules set forth in Regulation (EC) 261/2004, or 14 CFR Part 250 where applicable.

11.3.2 Compensation for voluntary denied boarding will be paid pursuant to the conditions agreed between the affected passengers and the carrying Carrier, pursuant to Regulation (EC) 261/2004 or for non-stop flight segments originating at a point in the US or any interstate air transportation in the US, 14 CFR Part 250. Information regarding your rights in the event of an overbooking, or any of the circumstances specified in Article 11, can be obtained from our Website and is available from us on demand.

11.4 Connecting Flights

We assume no liability for onward connections, unless you have purchased a Connecting Flight within our route network, or we are liable for the cancellation or delay. In the event that we are liable for the missed connection, we will provide assistance in accordance with clause 11.2.

Article 12: Refunds

12.1 General

12.1.1 If we do not succeed in carrying you, we will refund the Ticket pursuant to this Article.

12.1.2 All claims for refunds must be submitted via the refund form on our Website or by post to our head office.

12.1.3 A Ticket is only refundable if it corresponds with a confirmed Booking which we have received payment for, and you have a Ticket that, pursuant to the Fare Rules, is deemed refundable.

12.2 Recipient of refund

12.2.1 Unless stated otherwise, we will refund sums by crediting the debit or credit card registered as the means of payment for the Booking. Cash payments will be reimbursed to a nominated bank account.

12.2.2 If a Ticket has been paid by someone other than the passenger named on the Ticket, we will only refund sums to the person who paid for the Ticket, or in accordance with authorisation from said person.

12.2.3 A refund made to a person who can show an unused Ticket or has an unused Booking, or who presents himself or herself as the person entitled to a refund pursuant to clauses 12.2.1 and 12.2.2 will be deemed to be a full and complete refund and we will be without liability in relation to further refund claims.

12.3 Refunds due to cancellations

If we cancel a flight, the sum to be refunded will be as follows:

a) If no part of the Ticket has been used, a sum equivalent to the total Fare, including specific charges for Optional Services such as Baggage and seat reservation for which you have paid in addition to the Fare, will be refunded.

b) If part of the Ticket has been used, a sum corresponding to the unused part of the journey will be refunded.

12.4 Refunds

If you are entitled to a refund for reasons other than those stated in clause 12.3, the sum to be refunded will be as follows:

a) If no part of the Ticket has been used, a sum equivalent to the total Fare will be refunded, less the applicable service charges and cancellation fees.

b) If part of the Ticket has been used, a sum corresponding to the difference between the Fare and the applicable Fare for travel between the airports where the Ticket has been used will be refunded, less the applicable service charges and cancellation fees.

12.5 Refunds of taxes/charges

If according to the Fare Rules your Booking is non-refundable, you can apply for a refund of government taxes and charges for unused Bookings. An administration fee (6 EUR per person, each way) will be deducted for the transaction.

12.6 Right to refuse a refund

If the Ticket has expired, we may refuse to refund the Ticket, with the exception of taxes and charges, which will be refunded.

12.7 Currency

We reserve the right to refund sums in the same currency used to purchase the Ticket.

12.8 Refund authorisation

Only we, or our Authorised Agents are authorised to issue refunds.

Article 13: Conduct on board

13.1 General

If you conduct yourself on board the aircraft in a manner that endangers the safety of those on board, or in a way that is disruptive to other passengers or the crew, or is suspected of intending to damage the aircraft or its fittings, or prevents the aircrew discharging their duties, or refuses to obey instructions from aircrew, including but not limited to instructions regarding smoking and the consumption of alcohol or narcotics, or interferes with flight crew members or cabin crew in the performance of their duties, we may take whatever precautions we consider necessary to prevent the continuation of such behaviour. This includes the use of force. You may be put off the aircraft, refused onward carriage from any airport, and may be prosecuted for criminal acts committed on board.

13.2 Use of electronic equipment

13.2.1 You are prohibited from using electronic equipment containing transmitters or receivers on board the aircraft. Such equipment includes, but is not limited to, mobile (cellular) telephones, portable cassette recorders, transistor radios, CD players, electronic games and radio-controlled toys. Exceptions will apply to electronic equipment with flight mode. Flight mode must be activated prior to departure.

13.2.2 The use of electronic equipment not containing transmitters or receivers is prohibited while the “Fasten Seat Belts” sign is illuminated. Such equipment includes, but is not limited to, laptop computers, cassette players and video cameras. The use of hearing aids, cardiac pacemakers and any other such medical equipment is permitted during the entire flight.

Article 14: Agreements for Other Services

14.1 General

If we make arrangements with a third party to provide you with any services other than carriage by air, or if we issue a ticket or voucher for services (other than carriage by air)

provided by a third party, such as hotel reservations or car rental, in doing so we act only as your agent for such services. The terms and conditions of the third party service provider will apply. We shall have no liability for such services, except for negligence on our part in making the arrangements.

Article 15: Administrative Formalities

15.1 General

You are responsible for obtaining all the necessary travel documents, including visas, and for complying with all laws, regulations and other provisions of government authorities related to travel in the countries you are flying from and to, and through which they will transit. We will not be liable for any consequences you may incur due to your failure to obtain such necessary documents or failure to obey such laws, regulations, requirements or orders.

15.2 Travel documents

Prior to carriage commencing, you must be able to present all exit, entry and other documents required pursuant to laws, regulations and provisions laid down by government authorities in the affected countries, and must permit us to take and retain copies of such documents. We reserve the right to refuse carriage if you have not complied with applicable regulations, or your travel documents do not appear to be in order.

15.3 Refusal of entry

If you are refused entry to a country, you will be liable for any fines or charges imposed on us by the relevant authority. You will also be liable for payment for your carriage out of the country concerned, and we will not refund the Fare for the journey to the place where entry was refused.

15.4 Your liability for fines and charges

If we must pay a fine or we incur any costs due to your failure to comply with laws, regulations or other conditions related to your journey in the countries concerned, or you fail to obtain the necessary documents, you must, on demand, reimburse us for any sum paid or expense incurred.

15.5 Customs inspection

If required, you must be present during inspection of your Baggage by customs or other government officials. We will not be liable for Damage caused by such an inspection or your failure to be present.

15.6 Security screening

You must allow us, government officials, airport officials or other carriers to perform a security screening of you and your baggage.

Article 16: Liability for Damage

16.1 General

16.1.1 We will only be liable for Damage that occurs on our own routes operated by us. In those cases where our name is on the Ticket as a chartering company, but another carrier is performing the actual flight, you can choose which carrier to hold liable.

16.1.2 Our liability may, pursuant to the applicable Conventions, be reduced or lapse in the event of any negligence on your behalf that caused or contributed to the Damage.

16.1.3 We are not liable for Damage arising from your failure to comply with applicable laws or government rules and Conventions.

16.1.4 Our liability is limited to documented financial losses, and we will under no circumstances be liable for consequential losses, except as required by applicable laws or Conventions.

16.1.5 We assume no liability for any unforeseen medical emergency that occurs on board an aircraft. Should we incur costs due to a necessary stop to transport you to a hospital, we reserve the right to hold you liable for the reimbursement of all the costs and expenses we may have incurred in connection with this.

16.1.6 The limitations regarding our liability apply to our servants, agents, employees and representatives to the same extent as they apply to us. The total sum that can be demanded from us and from such servants, agents, employees and representatives may not exceed the total liability, if we have such liability.

16.1.7 We reserve all rights against any potential loss or Damage, direct or indirect, that may arise as a result of erroneous information published on our Website.

16.1.8 Unless expressly stated, none of what is contained in these General Conditions of Carriage shall be construed to mean that we waive any exception or limitation in our liability pursuant to applicable laws, Conventions or agreements.

16.2 Liability for Damage to Baggage

16.2.1 We assume no liability for Damage caused to Hand Baggage, unless we or our servants or agents are at fault.

16.2.2 Our liability for loss or Damage to Baggage will conform to the limitations pursuant to current national or international Conventions and rules. Our liability for such Damage or loss is limited to 1,131 SDRs per passenger. In the case of Hand Baggage, we are only liable if at fault.

16.2.3 You may benefit from a higher liability limit by making a special declaration of interest, and by paying a supplementary charge (800 NOK). This declaration and request must be made at the latest at check-in. In this case we will increase our maximum liability to 2,262 SDR per passenger. The item must be packed in accordance our Rules stated on our Website. We reserve the right to:

a) Inspect the Checked Baggage to confirm that the articles declared as being of value are present in the quantity and condition indicated;

b) Cap the level of declaration which may be made; and

c) Restrict the items in respect of which a declaration may be made.

16.2.4 The foregoing limitations will not apply if it is proven that the Damage resulted from intentional or reckless conduct on our part or on the part of our servants or agents and with knowledge that Damage would probably result from it; provided that, in the case of such act or omission of a servant or agent, it is also proved that such servant or agent was acting within the scope of their employment.

16.2.5 For any flight from one point in the US to another point in the US, notwithstanding the foregoing, our liability for lost, damaged or destroyed mobility aids, such as wheelchairs, shall be limited to the original purchase price of such mobility aid.

16.2.6 We will not be liable for any Damage your Baggage may cause us. You will be personally liable for any Damage we incur caused by you or your Baggage and you must cover all losses we incur as a result.

16.2.7 For flights that do not include a point of origin or destination in the United States, we bear no liability for Damage caused by objects which we are prohibited to carry in Checked Baggage (see clause 10.1). This includes fragile and perishable objects, valuable objects (such as laptop computers, jewellery and precious stones, money, security documents, briefcases and attaché cases with alarms installed, medicines, medical certificates or identity documents), regardless of whether this Baggage is checked or taken as Hand Baggage.

16.2.8 Under no circumstances will we be liable for cosmetic and/or surface Damage suffered by Baggage during carriage and which is caused by normal wear and impacts (wear and tear).

16.3 Liability for personal injury and death

16.3.1 We will be liable for personal injury and death pursuant to the current Conventions, provided that the personal injury or death takes place on a flight operated by us.

16.3.2 The following conditions specified in this clause, apply to all carriage with us, irrespective of whether the carriage is subject to national or international law:

a) We shall be liable if you suffer bodily injury or damage to your health or death, provided that the event that caused the Damage occurred on board the aircraft, or in connection with your boarding or disembarkation. The liability for Damages will not be subject to any financial limitation, whether laid down by law, convention or agreement;

b) Regardless of the provisions of 16.3.2(a), we may, wholly or partially, be relieved of liability for Damages pursuant to the applicable Conventions if we can prove that you contributed to the injury or death through negligence.

c) If an accident occurs, we will immediately, and under no circumstances later than fifteen (15) Days, after the identity of the person who is entitled to compensation has been established, pay an advance, which will be proportional the injury sustained, to cover immediate needs. In the case of death, this advance will not be less than 16,000 SDRs expressed in EUR per passenger.

d) Payment of an advance as described in clause 16.3.2(c):

i. is not an admission of liability;

ii. may be deducted from any sum that is subsequently paid on the basis of our liability;

iii. need only be repaid in those cases described in 16.3.2(b), or if it is subsequently proven that the person who received the advance caused or contributed to the injury through negligence, or is not the person entitled to the compensation.

e) Our liability for injury or death is not subject to any financial limitations. Liability for Damages of up to 113,100 SDRs for injury or death may not be contested on our part. If the sum is higher, we can contest the claim by proving that the Damages suffered were not due to the negligence or other wrongful act or omission of us or our servants or agents or that such Damages were solely due to the negligence or other wrongful act or omission of a third party.

f) We confirm that we carry liability insurance that covers at least 113,100 SDRs per passenger and not less than the minimum sum stipulated in applicable laws, Conventions or agreements.

16.4 Liability for delays

16.4.1 We are liable for Damage occasioned by delay in the carriage by air of passengers, Baggage or cargo. Nevertheless, we shall not be liable for Damage occasioned by delay if we prove that we and our servants and agents took all measures reasonably be required to avoid the Damage, or that it was impossible for it or them to take such measures, cf. Article 19 of the Montreal Convention.

16.4.2 In the case of losses due to the delayed carriage of persons, liability is limited to 4,694 SDRs.

16.4.3 In the case of losses due to the delayed carriage of Checked Baggage, liability is limited to 1,131 SDRs.

Article 17: Deadlines for Complaints or Legal Proceedings

17.1 Deadlines for Baggage claims

17.1.1 If you discover damage to Checked Baggage at your destination, you must immediately notify our representatives of this and complete the damaged baggage form.

17.1.2 If the holder of the Baggage Check retrieves the corresponding Checked Baggage without making a complaint, this will be adequate proof that the Checked Baggage was delivered in good condition and in accordance with the General Conditions of Carriage. Conflicting claims must be proven true.

17.1.3 If you wish to make a claim for Damage to Checked Baggage, you must notify us as soon as possible after discovery of the Damage, and no later than seven (7) Days after the receipt of the Baggage.

17.1.4 If you wish to claim for delayed Baggage, you must make your claim no later than twenty one (21) Days after the Baggage was made available.

17.1.5 Baggage claims must be submitted to the Norwegian Baggage Department in accordance with the guidelines provided on our Website. This information can also be obtained from us.

17.2 Alternative dispute resolution

According to the ADR Directive we are informing you that The Ombudsman Service LTD is an approved Alternative Dispute Resolution (ADR). www.ombudsman-services.org. Please be aware that Norwegian Air Shuttle has not currently signed up to the Alternative Dispute Resolution.

Article 18: Termination

18.1 General

If you do not comply with the General Conditions of Carriage or our Rules, your contract will be terminated with immediate effect without warning or written notice from us, or right to refund.

Article 19: Authorisation

19.1 General

No agent, employee or representative for Norwegian is authorised to waive requirements stated in the General Conditions of Carriage.