

VIII.PASSENGERS' RIGHTS ACCORDING TO THE CHILEAN AERONAUTICAL CODE, APPLICABLE TO OPERATIONS IN CHILE.

VIII.I. Denied boarding due to overbooking

In the event that the Carrier foresees that they will have to deny boarding to one or more Passengers due to overbooking, who have shown up in a timely manner and whose Ticket was previously confirmed on a given flight, they must first request that volunteers show up to give up their reservations in exchange for certain benefits and compensation to be agreed between the volunteers and the Carrier.

If there are not enough volunteers to give up their seats so that the remaining passengers holding a confirmed ticket can board the corresponding flight, the Carrier can deny boarding to one or more Passengers against their will, who will have the right to:

1. *Passenger's choice:*

- a. Board the next available flight provided by the carrier, or in an alternative transport, if they decide to persist in the air carriage contract;
- b. To receive reimbursement of the full amount paid for the ticket if the passenger withdraws from the air transportation contract only if the trip has not begun; or
- c. If the trip with stopovers and/or connections had already started, the passenger can choose to
 - a. Board the next available flight provided by the carrier, or in an alternative transport, if they decide to persist in the air carriage contract;
 - ii. Receive a refund of the unused part; or
 - iii. Return to the starting point and receive reimbursement of the ticket price.

2. *Receive compensation of an amount equivalent to*

- a. 2 UF for flights under 500 kilometers;
- b. 3 UF for flights between 500 y 1,000 kilometers;
- b. 4 UF for flights between 1,000 y 2,500 kilometers;
- b. 10 UF for flights between 2,500 and 4,000 kilometers;
- b. 15 UF for flights between 4,000 and 8,000 kilometers;
and
- b. 20 UF for flights over 8,000 kilometers;

Regarding the above compensations, you must keep in mind:

- i. A Passenger who accepts such compensation may not subsequently bring an action against the Carrier

ii. If, in accordance with the provisions of 1a of point 1, the Passenger is embarked on the next flight the Carrier has available, and the difference in departure time with respect to the flight originally booked is less than three hours, no compensation shall be granted for denied boarding.

3. If the Passenger decides to continue with the contract in the event of denied boarding, they shall be entitled to receive the following assistance from the Carrier:

a. Communications that the Passenger needs to make, whether by telephone, electronic or other similar means, if there is a difference in the scheduled time of departure for the flight initially booked of more than three hours;

b. Meals and snacks until boarding on the other flight, if there is a difference in the scheduled time of departure for the flight initially booked of more than three hours;

c. Accommodation for return and outbound Passengers who were denied boarding at a connecting point, who do not reside in the city, town or area of the departure airport, in the event that they are offered a new flight, of which the departure is at least on the day following the scheduled departure on the Ticket, provided that the Passenger must stay one or more nights, and the waiting time to board the other flight requires it. For these purposes, "night" shall be defined as the time between midnight to 6 a.m.;

d. Transfer from the airport to the Passenger's place of residence in the city, town or area surrounding the departure airport, or to the place of accommodation, and back again, if applicable;

e. The necessary arrangements and services to continue the trip, in case the passenger misses a connecting flight that has been confirmed.

b.

For the purposes of this section, a Ticket shall be considered as confirmed, with respect to the points of departure and destination indicated therein, including intermediate points of connection or stopover, to the extent that it is established that the reservation or the Ticket has been accepted and registered by the Air Carrier or its authorized agent. "Stopover and/or connecting journey" is understood as a journey which includes a point of departure and one or more intermediate points of stopover and/or connection on arrival at the destination, when these are part of the same contract.

Without prejudice to other additional services that the Carrier may offer, depending on the circumstances and the special condition of the passenger, in the event of denied boarding the Carrier shall embark, as a priority, unaccompanied children, people with disabilities, elderly or health-sensitive Passengers, pregnant women who, due to their condition, require preferential boarding and, in general, Passengers who, for humanitarian reasons qualified by the Carrier, must be embarked first.

II. Delays and cancelations

The Carrier is required to comply with transporting passengers on the date, schedule and other agreed terms and conditions. However, these terms and conditions could be modified on grounds of force majeure or for safety reasons such as bad weather, armed conflicts, civil unrest or threats against the aircraft. In such cases, any of the contracting parties may rescind the contract, being each one responsible for their own losses.

Notwithstanding the foregoing, in the event of a flight delay or cancellation the Passenger will be entitled to:

1. Board the next available flight provided by the carrier, or in an alternative transport, if they decide to persist in the air carriage contract, whether the flight has not yet departed or did depart but is on a stopover and/or connection.
2. Receive the assistance benefits indicated under the heading 3 of section I.- "Denied Boarding" above, provided that the cause of the delay or cancellation is attributable to the Carrier.
3. Receive compensation for the damages that may have been caused if the delay or cancellation is due to reasons attributable to the Carrier, in accordance with the following:
 - a. *Domestic Flights: The compensation of the damages incurred in domestic flights shall not exceed 250 UF for each of the affected Passengers, and shall proceed in the following cases:*
 - i. i. If the delay is longer than three hours with regard to the departure time scheduled on the Airline Ticket, or four hours on flights using aircraft designed for a capacity of up to 29 seats.
 - ii. At the time of cancellation, unless the Passenger is informed and offered to take another flight that allows them to leave for their destination with no more than three hours of delay with regard to the scheduled departure time, or four hours on flights using aircraft designed for a capacity of up to 29 seats.

For the purposes of communicating the cancellation, the Passenger must inform the Carrier, directly or through its authorized agents, of their contact details, such as address, telephone number and e-mail, when booking or purchasing their Ticket.

In any case, it should be kept in mind that the compensation for damages regulated in this section shall not apply if the Carrier proves that it took the necessary measures to avoid the event causing the delay, or that such measures were impossible for the Carrier to take.

b. If the flight is international: In case of damage caused by delay in the carriage of Passengers, the liability of the Carrier shall be limited to 4,694 Special Drawing Rights (of the International Monetary Fund) per passenger. Such limit shall not apply if it is proved that the damage is the result of an act or omission of the Carrier or its employees or agents, with intent to cause damage, or recklessly and knowing that it would probably cause harm; provided that, in the case of an act or omission of a employee or agent, it is also proved that they acted in the exercise of their functions.

In any case, it should be kept in mind that the compensation for damages regulated in this section shall not apply if the Carrier proves that it took all the reasonable measures to avoid the event causing the delay, or that such measures were impossible for the Carrier to take.

To receive reimbursement of the total amount paid for the Ticket or of the unused portion, as the case may be, if the Passenger decides not to continue with the contract and the periods of section 3 have passed whether or not the Carrier is responsible for the cause of the delay or cancellation.

III. Refund of fees

If the trip is not verified, whether for any reason attributable to the Carrier, the Passengers or for reasons of security or supervening force majeure, the taxes, charges or aeronautical rights paid by the

passenger will be returned to their request only at any office of the Air Carrier or through the website of the latter. If these taxes are not included in the value paid (they were collected directly by the airport), the Passenger must request reimbursement directly from the respective airport authority, subject to the limitations or rules indicated above.

IV. No additional charges for unintentional upgrades

In the event that the Carrier accommodates a Passenger in a higher class than the one paid for, and this is the result of any circumstances beyond the Passenger's control, the Carrier may not demand any additional payment.

No agent, employee or representative of the Carrier has the authority to change or waive any provision or term of these General Conditions.

IX. PASSENGERS' RIGHTS ACCORDING TO THE DECISION 619 OF THE ANDEAN COMMUNITY IN PERU, APPLICABLE TO OPERATIONS IN PERU.

1.- Denied boarding due to causes attributable to the Carrier

In the event that the Carrier foresees that it will have to deny boarding, it will have to ask for volunteer passengers to give up their seats in exchange for certain benefits and compensation to be agreed between the volunteers and the Carrier. Volunteer Passengers will additionally receive assistance in accordance with the provisions of subparagraphs (a) and (e) of the following point, as applicable.

If the number of volunteer passengers is not enough to transport the remaining users who have confirmed a reservation, the Carrier may deny boarding to other Passengers against their will, in which case they must provide compensation, reimbursement and assistance under the terms indicated in the following point.

2.- Right to Compensation

In the event of cancelations, interruptions or delays in which reimbursement has not taken place, or in the case of any other event attributable to the air carrier, and in the context of overbooking, an alternative transport shall be provided and, if this is not possible, the passenger shall be compensated in accordance with the following:

a. Delays. When there is a delay in the start of the flight (or during take-off) and, therefore, the scheduled time of the authorized flight is not complied with, the following shall be considered provided and, if this is not possible, the Passenger shall be compensated in accordance with the following:

i. When the delay is more than two (2) hours and less than four (4) hours, the Passenger shall be provided with a snack and a free communication by the most appropriate means, equivalent to a telephone call not exceeding three (3) minutes, to the Passenger's chosen destinations.

ii. When the delay is more than four (4) hours and less than six (6) hours, in addition to the above, the Passenger must be provided with food (breakfast, lunch or dinner, depending on the schedule); and,

iii. When the delay is more than six (6) hours, in addition to the above, the Carrier must compensate the Passenger in accordance with the provisions of paragraph e) of this numeral. In this case, the Carrier must also provide lodging in cases when overnight stay is necessary, transportation costs, or reimbursement (immediately if they are not in their usual place of residence), at the Passenger's choice, unless the Passenger voluntarily agrees to extend the wait when it is foreseeable that the flight will take place within a reasonable time.

b. Interruption of transport. In the event of interruption of transport, if the Passenger does not opt for the refund of the proportional part of the price corresponding to the leg not covered, they will be compensated for the delay until the restart of the trip, as indicated in paragraph a) above as appropriate.

c. Cancellation. In cases where the Carrier decides to cancel the flight when the Passenger has confirmed reservation, and the net value of the ticket has not been reimbursed or a substitute flight has not been obtained for the same day, the Carrier will cover the costs of accommodation where overnight stay and transfer is necessary. In addition, if there is a delay before the cancellation of the flight, the Passenger will receive the compensation provided in subparagraph a) above, as appropriate.

d. Overbooking. If boarding is denied due to overbooking, and the Passenger has a confirmed reservation and has punctually shown up at the airport, the Carrier must arrange for the Passenger to travel to their final destination on the next flight that has available space from the Carrier itself, on the same date and route. In the event of not having any available flight, the Carrier must make the necessary arrangements on its own behalf, to embark the Passenger on another air carrier as soon as possible.

e. Additional compensation. The Carrier must compensate the Passenger with a minimum amount of 25% of the value of the missing route, payable in cash or in any other form accepted by the Passenger, such as tickets on the routes of the Carrier, vouchers for the purchase of tickets, recognition of miles, etc., in the following cases:

- i. Overbooking, if there is no direct agreement with the Passenger by which they agree not to travel voluntarily on the scheduled flight.
- ii. Delay of more than six (6) hours of the scheduled time, due to causes attributable to the Carrier.

For the purpose of determining the value of the journey to be compensated, the net value of the ticket paid shall be multiplied by the ratio of the distance of such journey over the total distance.

Transit and Connections. The above compensations shall also apply as appropriate to Passengers in transit and connections, who cannot continue their trip for reasons attributable to the Carrier.

X. PASSENGERS' RIGHTS ACCORDING TO MEYOSP 1532/1998 RESOLUTION, APPLICABLE TO OPERATIONS IN ARGENTINA.

If due to operational, technical or commercial circumstances, the Carrier cancels or delays a flight or baggage delivery for more than FOUR (4) hours, or denies boarding because they cannot provide previously confirmed space (overbooking), or fails to make a stopover at the Passenger's stopover or destination point, or causes a Passenger to miss a connecting flight for which they had a confirmed reservation, the Passenger shall be entitled to:

- mandatory placement on the immediate subsequent flight of the same Carrier to their destination,
- the endorsement of their transport contract, including confirmed space connections, when it is
- taken on another route to the destination indicated in the contract, on the services of the Carrier or on the services of another carrier, or by another means of transport, in the latter cases

If the total of the fare, excess baggage charge, and any other applicable service fee for the new route is higher than the refund value of the ticket or applicable portion of the ticket, the Passenger will not pay any additional fare or charge and the Carrier will refund the difference if the fare and charges for the rescheduled route are less:

- compensation for denied boarding according to Carrier regulations,
- the immediate refund, if applicable, of the price of the unused transport contract, in accordance with the payment methods used.

Those Passengers who voluntarily and expressly accept the compensation for denied boarding and to engage in transport under any of the conditions detailed in this paragraph, shall not be entitled to make any subsequent claim to the Carrier, without prejudice to being benefited with the incidental services provided by the Carrier at their expense in this situation. In addition, the Carrier shall provide the Passenger with the following incidental services free of charge:

- telephone or cable communication to the destination point and local communications.
- meals and snacks according to the waiting time until boarding another flight.
- hotel, airport or city accommodation when the delay of a flight exceeds FOUR (4) hours.
- ground transportation to and from the airport.

The Carrier shall be exempt from providing the above-mentioned incidental services to its Passengers in cases where, as a result of weather conditions, the flight is canceled or delayed, baggage delivery is delayed, a stopover cannot be made at the Passenger's stopover or destination point, or a connecting flight for which a confirmed reservation was made is missed. However, in such cases, the Carrier shall make every effort to ensure that the Passenger is adequately and truthfully informed of the delays caused by such circumstances until the service is provided or resumed or re-routed through the services of another carrier or alternative means of transport.