

## **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:
    - i. 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;
  - c. 4 UF for flights between 1,000 y 2,500 kilometers;
  - d. 10 UF for flights between 2,500 and 4,000 kilometers;
  - e. 15 UF for flights between 4,000 and 8,000 kilometers; and
  - f. 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.

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.

#### **VIII.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. 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.

4. 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 cancelation.

### **VIII.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.

### **VIII.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 cancelation 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.

f. 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.

## **RIGHTS OF THE PASSENGER ACCORDING TO THE AIR LEGISLATION REGULATING TRANSPORT IN BRAZIL: FEDERAL CONSTITUTION, BRAZILIAN AIRCRAFT CODE, CIVIL CODE, CONSUMER PROTECTION CODE AND ANAC (NATIONAL AGENCY NATIONAL AGENCY) RESOLUTIONS**

Currently in Brazil, in addition to the specific provisions that apply to national air transport (within the Brazilian national territory), established in the rules mentioned above, we highlight the rules that refer to the "General Conditions of Air Transport", regulated by the Resolution No. 400/2016 of the National Civil Aviation Agency - ANAC.

These rules define the new rights and duties of air passengers and consolidate the relevant regulations. Below, the main rules applicable to air transport in Brazil are presented:

### **I - Obligations prior to air transport**

#### **1) Information regarding the flight offer**

The company must inform in detail, in Portuguese, to allow immediate and easy passenger comprehension, clearly on all its services offered and clarify:

- a) The total amount (ticket price and taxes) to be paid in national currency, as well as the final amount;
- b) All transport rules, as well as the cancellation and modification of the contract with possible penalty;
- c) Time of stopover and connection and eventual change of airports; Y

d) Baggage allowance rules sent and the amount to be paid in case of excess baggage.

The carrier will offer the passenger at least one ticket option in which the fine for reimbursement or change of reservation does not exceed 5% of the total value of air transport services.

## **2) Air ticket**

The airline must present to the passenger a proof of purchase that contains: name and surname of the passenger, date and time of flight, procedure and time of boarding, products and services purchased and validity of the ticket (if it is within a period of one year).

## **3) Correction of name in the air ticket**

The error in the name or surname must be corrected by the airline without charge, at the request of the passenger, if the passenger makes the order until the time of check-in. In case of an error in the name on an international interline flight (provided by more than one airline), the correction costs can be transferred to the passenger.

## **4) Breach of contract by the passenger**

It is forbidden to charge a fine in excess of the ticket amount, and airport fees cannot be part of the calculation of the fine.

In case of reprogramming the ticket, the passenger must pay or receive: the variation of the airport fare (if applicable); and the difference between the value of the services at the time of hiring and the amount offered at the time of reprogramming.

## **5) Right to withdraw the purchase of the ticket**

The passenger may withdraw the purchase of the ticket within 24 hours after receipt of the receipt of the ticket, free of charge, provided that the purchase occurs more than 7 days before the date of embarkation.

## **6) Change scheduled by the carrier**

Scheduled changes must always be informed to passengers as soon as they meet and at least 72 hours before the flight.



When the time change occurs with less than 72 hours of flight time or more than 30 minutes (domestic flights) and 1 hour (international flights) from the originally booked time and the passenger does not agree, the airline must offer relocation in a similar carrier without charge or full refund.

If the airline does not notify in time to prevent the passenger from showing up at the airport, it will provide material assistance by offering the following options: accommodation, full reimbursement and provision of the service by other means of transport.

## **7) Baggage allowance**

For dispatched luggage, franchises are released. As for hand luggage, the carrier must allow a minimum franchise of 10 kilos.

The carrier will inform passengers which baggage will be subject to special clearance procedures and baggage that does not fit may be rejected or subject to a cargo contract.

Freight and animal transport must follow their own contracting regime and clearance procedures.

## **II - Execution of Air Transport**

### **1) Documents to board:**

#### **If the passenger is Brazilian:**

a) On domestic flights, the passenger can present any official document that allows identification. Certified copies of the documents are accepted.

b) On international flights for Brazilians, a valid Brazilian passport must be presented. In the case of trips to Argentina, Uruguay, Paraguay, Bolivia, Chile, Peru, Ecuador, Colombia and Venezuela, the Civil Identity Card (RG) issued by the Secretariats of Public Security of the State or of the State is also accepted as a travel document federal District.

#### **If the passenger is a foreigner:**

a) Domestic flights require a passport or foreign identity card - CIE (RNE). The diplomatic or consular identity or other legal travel document is also accepted in accordance with Decree No. 5.978 / 2006 or as a result of international agreements signed by Brazil.

b) On international flights, a passport or civil identity card (GR) is required for citizens of Mercosur countries.

In case of loss or theft of documents, children and adolescents, consult:  
<https://www.anac.gov.br/assuntos/passageiros/novas-regras/documentos-para-embarque>.

## **2) Special baggage value declaration procedure**

The passenger must inform the carrier if he carries in the dispatched luggage goods that exceed the value greater than 1,131 SDR (Special Drawing Rights). In this case, the company can charge the passenger the payment of an additional amount or insurance.

## **3) Passenger obligations**

The passenger, for the execution of air transport, has the obligation to:

- a) Present for board with the documentation in order and at the time established by the carrier;
- b) Comply with all requirements related to transportation, such as obtaining a visa, vaccination certificates, etc.
- c) Obey the carrier's notices.

## **4) Prohibition of automatic cancellation of the return leg.**

In international transport, if the passenger does not use the initial leg, the carrier can cancel the return leg.

In national transport, the non-assistance of the passenger in the first leg of a round trip flight will not result in the automatic cancellation of the return leg, provided that the passenger notifies the airline of the 'no show' until the scheduled time originally from the outbound flight.

## **5) Delay, cancellation and interruption of services**

The carrier must immediately inform the passenger through the available means of communication about delays, cancellations and interruptions of the service.

The airline must also keep the passenger informed, at most, every 30 (thirty) minutes of the scheduled flight departure time in case of delay.

Information on the reason for the delay, cancellation, interruption of the service and the denial will be provided in writing by the carrier whenever requested by the passenger.

The carrier will offer the alternatives of accommodation, reimbursement and provision of the service by other means of transport, and the passenger must choose, in the following cases: flight delay of more than four hours from the schedule originally agreed; flight

cancellation or service interruption; denial of passengers; and the subsequent loss of flight by the passenger on connecting flights, including the change of airport, where the cause of the loss is of the carrier.

#### **6) Financial compensation in case of refusal to embark / deny (overbooking)**

Whenever the number of passengers for the flight exceeds the availability of seats in the aircraft, the airline will seek volunteers to be accommodated on another flight after the negotiated compensation between the volunteer passenger and the airline, and the airline may condition the payment of the Compensation to sign a specific acceptance document. The rearrangement of volunteer passengers on another flight when accepting compensation will not constitute denial.

If there is no consensus between the airline and the passenger who appeared at the scheduled time and was denied boarding, the airline must immediately make the payment of the financial compensation to the passenger, which can be by bank transfer, voucher or cash, 250 SDR (Special Drawing Rights) for domestic flights and 500 SDR (Special Drawing Rights) for international flights, in addition to the provision of other assistance provided for in the rules that govern.

#### **7) Material assistance**

In cases of delay, cancellation, interruption of service or denial of passengers, the airline must provide material assistance to the passenger, which consists of: right to communicate after one hour of delay, food, after two hours of delay, and following alternatives, after four hours of delay, at the passenger's choice: accommodation, full reimbursement or provision of the service by another mode of transport.

In the case of a Passenger in Need of Special Assistance - PNAE and its companions (Resolution 280 of 2013), material assistance will be provided regardless of the overnight requirement, unless it can be replaced by accommodation in a place that meets their needs and with the agreement of the passenger or companion.

The right to material assistance cannot be suspended in cases of force majeure or unforeseen event.

However, the carrier can stop offering accommodation service to the passenger who resides in the locality of the airport of origin, guaranteeing a round trip transfer. The airline can also stop providing material assistance when the passenger decides to redeem the flight of the airline that will be made on the date and time at the passenger's convenience, or reimburse the entire air ticket.

#### **8) Rearrangement**

The rearrangement will be free, will not cancel the transport contracts already signed and will have priority over the conclusion of new transport contracts, and must be carried out at the passenger's choice as follows: (1) on their own or third party flights to the same destination as soon as possible; or (2) on the airline's own flight that will take place at the passenger's date and time of convenience. Passengers in Need of Special Assistance: PNAE (and their companions) will have priority in rearrangement.

### **9) Deadline for reimbursement**

The air ticket reimbursement must comply with the means of payment used to purchase the air ticket and also the following:

- a) In cases of reimbursement, airport charges and amounts paid to government entities will be fully reimbursed.
- b) For cash purchases, the refund must be made within 7 days;
- c) For purchases with a credit card, the company will have 7 days to start the reimbursement process through the credit card companies;
- d) For purchases through a travel agency, the airline will be responsible for authorizing the remaining credit of the ticket within 7 days after the request for a refund request, which will begin with the travel agent's notice.

In case of flight delay, flight cancellation, interruption of service or refusal of the passenger, the refund will be given as follows: total, if requested at the airport of origin, stopover or connection, ensuring, in these last two ( 2) cases, the return to the airport of origin; proportional to the unused section, if the trip already made is beneficial to the passenger.

The reimbursement can be made in credits for the purchase of air tickets, through the agreement of the passenger and the credit and its validity will be informed to the passenger in writing and the free use of the credit must be guaranteed, even for the purchase of air tickets for third parties.

### **III - Obligations after air transport**

#### **1) Provisions in case of loss, damage and violation of baggage.**

Receipt of checked baggage, without the passenger's protest, will constitute a presumption that it has been delivered in good condition.

In case of loss, the passenger must immediately make the protest. In cases where the passenger finds the violation of the contents of the luggage or its malfunction, he must file a protest with the carrier within 7 (seven) days after receipt.

The deadline to return lost luggage at the place indicated by the passenger is 7 days on a national flight and 21 days on an international flight. If the airline does not find the luggage

within the specified time, it will have up to 7 days to pay the compensation due to the passenger.

The carrier must, within seven (7) days from the date of the protest, take one of the following measures, as appropriate: repair the damage, when possible; replace damaged luggage with another equivalent; indemnify the passenger in case of violation.

In case of lost luggage, the reimbursement of eventual expenses will be due to the passenger who is outside their home, which must be done within 7 (seven) days after the presentation of proof of expenses. The contractual rules must establish the form and daily limits of reimbursement, and if the luggage is not found: I - the reimbursement of expenses can be deducted from the amounts paid as final compensation (subject to the limit of 1,131 SDR); II - the carrier will reimburse the passenger for any additional amount eventually paid for the transport of luggage. The carrier may offer reimbursement credits and reimbursement services at the passenger's discretion.

Damage caused to a fragile item sent may not be compensated by the carrier, as stipulated in the transport contract.

## **2) Attention to passengers**

The airline must make available to the user at least one electronic service channel to receive complaints, request information, contractual alteration, cancellation and refund.

The carrier that registers less than 1,000,000 (one million) passengers transported in the previous year may continue to operate the Customer Service Center (SAC) for telephone service on the days it operates flights in Brazil and during business hours.

The airline will provide a face-to-face service at the airport to respond to requests for information, questions and complaints from users, as well as their obligations arising from flight delay, flight cancellation, service interruption and passenger refusal, being that this attention can be carried out in a separate and duly identified place or in the check-in sector at the discretion of the carrier, and will operate for at least 2 (two) hours before each takeoff and 2 (two) hours after each landing; will remain as long as there is operation and need in cases of flight delay, flight cancellation, service interruption and passenger refusal.

The information requested by the passenger must be provided immediately and their complaints must be resolved within a maximum period of ten (10) days from the registration, subject to the specific deadlines contained in current legislation.

The airline must respond, within (ten) days, the user's statements sent by the electronic service system adopted by ANAC - [www.consumidor.gov.br](http://www.consumidor.gov.br).