



*Travel Conditions in force starting with April 1<sup>st</sup>, 2022*

**Table of Contents:**

**I. DEFINITIONS**

**II. APPLICABILITY**

**III. TRAVEL TICKETS AND RESERVATIONS THEREOF**

**IV. FARES, FEES AND FARE RULES**

**V. PERSONAL DATA OF PASSENGERS**

**VI. CONNECTIONS**

**VII. CHECK-IN**

**VIII. BOARDING**

**IX. REFUSED BOARDING**

**X. CATEGORIES OF PASSENGERS REQUIRING SPECIAL ASSISTANCE**

**XI. LUGGAGE**

**XII. FLIGHT SCHEDULE, FLIGHT MODIFICATION, FLIGHT CANCELLATION**

**XIII. REIMBURSEMENT**

**XIV. TRAVEL VOUCHER / REIMBURSEMENT IN BLUE AIR WALLET**

**XV. SECURITY ON BOARD THE AIRCRAFT**

**XVI. ADMINISTRATIVE FORMALITIES**

**XVII. LIABILITY FOR DAMAGES**

**XVIII. EXEMPTION FROM LIABILITY**

**XIX. PROCEDURE FOR RESOLVING COMPLAINTS/CLAIMS REGARDING LOST, DELAYED OR DAMAGED LUGGAGE**



## XX. PROCEDURE FOR RESOLVING COMPLAINTS/REQUESTS CONCERNING COMPENSATION/REMEDIES CLAIMS

## XXI. ADDITIONAL SERVICES CONTRACTED WITH THE AID OF THE AIR CARRIER

## XXII. FINAL PROVISIONS

### BLUE AIR TRAVEL CONDITIONS

#### CHAPTER I. DEFINITIONS

“**0B**” - IATA airline designator code for Blue Air.

“**Additional fee**” - fee collected by the air carrier from passengers in exchange for providing services additional to the air transport.

“**Additional services**” - any products and services the passenger may benefit from in connection with the air transport, other than the air transport, but related to it, services that may be offered by Blue Air or by third party suppliers (e.g. transport of hold luggage, sports equipment, pets, extra leg room service, food, hotel services, road transport services, etc.).

“**Authorised agent**” - natural or legal person authorised by law, under an agreement with the air carrier, to represent the passenger in the sale of air transport services.

“**BLA**” - ICAO airline designator code for Blue Air.

“**Blue Air Aviation S.A. / Blue Air**” - air transport company / air carrier holding a valid operating license, with headquarters in 42 - 44 București – Ploiești Road, Băneasa Business & Technology Park, Building A, Wing A1, 3<sup>rd</sup> and 4<sup>th</sup> Floor, District 1, Bucharest, Romania.

“**Blue Air Wallet**” - the fastest and most innovative way of reimbursement, through which Blue Air offers customers the opportunity to receive reimbursement in the form of a credit charged to their Blue Air account, which the latter can use in order to purchase products and / or services directly from the website of the Company.



**“Blue Air Wallet holder”** - the person appointed as holder of the Blue Air Wallet in the registration formalities for the Blue Air Wallet.

**“Blue Benefits annual subscription”** - a compilation of special offers, based on and in accordance with the Travel Conditions and the Specific Conditions indicated on the company’s website, entitling the annual subscription holder and members to certain benefits.

**“Blue Benefits annual subscription holder”** - the person appointed as holder of the annual subscription in the registration formalities for the annual Blue Air subscription. Depending on the type of annual subscription chosen, the holder of the annual subscription may appoint a specific number of Members of the Blue Benefits annual subscription who will benefit from the special offer.

**“Boarding pass”** - printed or electronic document provided with a bar code, issued by the check-in system (Departure Control System - DCS), following the check-in procedure, performed either online or at the airport, document based on which boarding is allowed. The passenger must keep the boarding pass stub until leaving the destination airport.

**“Cabin luggage / hand luggage / carry-on luggage”** - any luggage allowed on board in the cabin, which remains in the passenger’s custody throughout the journey.

**“Call Center”** - reservation and information support Center, available at the telephone numbers indicated on the Company’s website [www.flyblueair.com](http://www.flyblueair.com).

**“Charter”** - a contractual agreement by which an entity (agency/company) leases the operation of an aircraft by an airline on a certain route, according to a certain schedule.

**“Charter flight”** - flight performed under a charter type arrangement.

**“Check-in”** - procedure for registering passengers and their luggage, and for issuing the boarding pass and any luggage tags, for a certain flight, in accordance with the services reserved and paid by the passenger in the manner and within the time specified by the carrier.



“**Claim**” - notification filed by a passenger with an air carrier, observing the format, manner, term and address indicated by the latter, whereby the passenger expresses dissatisfaction with the services offered by the air carrier.

“**Code-share**” - a commercial agreement under which an airline places its designator code on a flight operated by another airline and sells tickets for such flight.

“**Code-share flight**” - a flight operated by an air carrier which may be both the carrier with which the passenger has entered into a contract of carriage with (contract carrier / marketing carrier) as well as another carrier (actual carrier / operating carrier) with which the contract carrier has associated its designation code with.

“**Connection**” - the connection between 2 (two) or more legs of a flight in one direction, purchased by the passenger and indicated in a travel ticket.

“**Connected flight**” - a flight with at least one intermediate stop requiring a change of the flight equipment and flight number.

“**Convention**” - any of the following instruments:

- a) The Warsaw Convention (1929);
- b) The Montreal Convention (1999);
- c) The Tokyo Convention (1963);
- d) Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004;
- e) Commission Notice - Interpretative Guidelines on Regulation (EC) No 261/2004 of the European Parliament and of the Council (2016/C 214/04);
- f) Regulation (EC) No 2027/97 of the European Parliament and of the Council of 09 October 1997;
- g) Regulation (EC) No 1107/2006 of the European Parliament and of the Council;

Any reference to international regulations, European regulations and national regulations will be deemed to include any modification, amendment, correction or update thereof.

“**Crew member**” - a person hired by Blue Air to perform tasks on board an aircraft, in accordance with the aeronautical procedures.

“**Damages**” - damage caused by the injury or death of a passenger, the loss, damage or theft of hold luggage, any missing contents thereof, or other damage arising from or related to the transport or other secondary services provided by the air carrier.

“**Damage caused by the passenger**” - damage caused by the passenger to the air carrier.

“**DEPA**” - a person for whom a deportation order has been issued, who is accompanied by a special escort appointed by the authorities of the respective state.

“**DEPU**” - a person for whom a deportation order has been issued, who is not accompanied by a special escort.

“**Days**” - calendar days.

“**Disabled person or person with reduced mobility**” - any person having difficulties as a result of a physical disability (sensory or locomotor, permanent or temporary), of emotional or cognitive disorders, difficulties due to higher age or of any other cause of disability, requiring due attention and adaptation of generally available services to his/her particular needs.

“**Domestic flight**” - flight departing and landing on the territory of the same state.

“**Electronic coupon**”- part of the travel ticket which indicates the flight leg the passenger is to travel on, stored in digital format in the carrier’s computer-based reservation system.

“**Electronic ticket**” - itinerary recorded by Blue Air or on behalf of Blue Air in electronic tickets, containing data on the passenger’s name, the travel route, the flight number, the flight date, the fare and any fees charged.

“**EURO / EUR**” - the currency unit adopted by the European Community in accordance with Article 118 and Article 123 of the Treaty establishing a European Community, being the official currency of the Eurozone.



“**Fare**” - the value of the air transport service, reserved by the passenger, for a certain itinerary. The fare for a travel ticket for domestic routes (Romania and Italy) also includes VAT (Value Added Fee).

“**Fare class**” - fare rate for a travel ticket at the time of querying the Blue Air reservation system.

“**Fare family**” - the package of services that make up the travel ticket.

“**Fare Lock Service**” - a service allowing passengers to lock the price for the selected flight for a maximum period of 48 (forty-eight) hours.

“**Fare rules**” - the conditions for the provision of the services corresponding to the fares, mandatory fees and additional fees, paid by the passenger to the air carrier.

“**Flex Service**” - a special service offering passengers the opportunity to change the date of the booked flight, for any available flight date, giving them more freedom when planning their trips.

“**Flight**” - air transport of passengers and their luggage, from the time of the off-block to the time of the on-block.

“**Flight leg**” - a single flight between 2 (two) points (airports) on the same aircraft, having the same flight number.

“**Force Majeure**” - unusual and unforeseen circumstances, beyond the control of the passenger or the air carrier, the consequences of which could not have been avoided even if all possible precautions had been taken.

“**Group**” - a minimum number of 10 (ten) passengers travelling together on a predetermined route, under a contract concluded with the air carrier.

“**Hold luggage / checked-in luggage**” - luggage the air carrier agrees to take into custody, to which an identification tag is attached.

“**Infant**” - person aged between 0 (zero) and less than 24 (twenty-four) months on the date of travel, who cannot be assigned a seat on the plane; he/she can only travel accompanied by an



adult, who must hold the infant in his/her arms. Blue Air accepts the transport of a single infant per adult, and the infant quality must exist on the actual date of the travel.

**“Inquiry”** - inquiry made to the air carrier by the passenger, whereby the latter requests from the air carrier information on the services offered.

**“International flight”** - flight departing on the territory of a state other than the state of landing.

**“Itinerary”** - information on air transport services, communicated to the passenger following the reservation, which contains the name and details of the flight (place of departure, place of arrival and place of stop, if any), the time of departure, the time of arrival, the seat number (if purchased), as well as references to the Travel Conditions.

**“Limited Release Tag”** - luggage identification tag attached to fragile, damaged, bulky, improperly packaged, checked late or oversized luggage, which will be accepted for transport only if it bears the “limited release” luggage tag. Blue Air will not be held liable for such luggage.

**“Luggage”** - personal goods and items accompanying the passengers during the journey, which can be transported either as hold luggage or as cabin luggage.

**“Luggage identification tag”**- a document issued by the person authorised by the air carrier with the sole purpose of identifying the hold luggage, consisting of 2 (two) parts (one attached to the luggage, another detachable and handed to the passenger) containing information such as passenger’s name, date, flight, destination, number of checked-in luggage pieces, luggage weight.

**“Mandatory fee”** - fee or tax levied by various institutions in exchange for services rendered or certain rights. These mandatory fees are inherent in performing the air transport service.

**“Marketing carrier”** - the Company or Companies selling travel tickets under a code-share agreement for a flight, which it/they does/do not operate.

**“Mobile Application”** – the official mobile application of Blue Air, made available to passengers by Blue Air in order to enable the passengers to make reservations/payments/enter



personal data online and to find out information about the products and services offered by Blue Air.

**“Multi-leg flight”** - flight consisting of 2 (two) or more inseparable flight legs, sold under a single PNR code.

**“Off block”** - the moment when the aircraft begins to move under its own power, either from a boarding gate or from a parking stand, in order to take off.

**“Off-peak season”** - the time period outside the tourist season.

**“On block”** - the moment when the aircraft reaches a final stop, either at a landing gate or at a parking stand, after landing.

**“Online check-in”** - a procedure performed via the Company’s website for the registration of passengers and any luggage thereof, the issuance of the boarding pass for a certain flight, in accordance with the services reserved and paid by the passenger.

**“Operating carrier”** - the airline operating the flight (providing the aircraft, the crew and the ground handling services), under a code-share agreement.

**“Passenger”** – person, that is not a flight crew member, holding a valid travel document, travelling with the consent of the carrier and assigned a seat on board of the aircraft.

**“Passenger Name Record - PNR”** - unique data code in the form of an alphanumeric code consisting of 6 (six) characters issued to a passenger or authorised agent following the travel ticket reservation. The PNR is valid only for identifying the reservation in the reservation system for the requested flight. The PNR data contains both details regarding the passenger’s journey (date of travel, itinerary) and personal information (passenger's contact details). PNR data may be used in accordance with applicable laws.

**“Peak season”** - the time period related to the tourist season.

**“Personal data”** - any information relating to an identified or identifiable individual (the “data subject”); an identifiable natural person is a person who can be identified, directly or indirectly,





in particular by reference to an identifier (e.g. a name, identification number, location data, online identifier, serial number of the identity document, expiry date thereof, etc.), or by reference to one or more elements specific to its own physical, physiological, genetic, mental, economic, cultural or social identity.

**“Personal data processing”** - any operation or set of operations which is performed on personal data or sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of personal data.

**“Price”** - the amount the buyer has to pay for the purchase of a Blue Air service; the price consists of the fare and the mandatory/additional fees.

**“Priority Boarding Service”** - service offering passengers priority when boarding the plane over the other passengers, as well as the possibility to check-in an additional cabin bag, weighing up to 10 kg and measuring a maximum of 55 cm x 40 cm x 20 cm.

**“Prohibited items”** - weapons, explosives or other devices, items or dangerous substances prohibited by international laws, as well as any other items prohibited by the air carrier.

**“Property Irregularity Report - PIR”** - claim for delay of or damage to registered luggage filed with the Baggage Assistance office, before leaving the area of the luggage carousels at the arrival airport. PIR is an indispensable part of a luggage claim file.

**“Route”** - a route consisting of one or more flight legs, operated by the aircraft, from the place of departure to the final destination.

**“SDR”** - a special drawing right, being the virtual currency of the International Monetary Fund. The SDR value is based on a basket of five major currencies - US Dollar, Euro, Chinese Yuan, Japanese Yen and Pound Sterling.

**“Special services”** - assistance services provided to passengers requiring special attention (persons with reduced mobility, unaccompanied minors, etc.).

“**Spoilage fee**” - the residual, non-refundable value, resulting from the modification of a travel ticket (due to the unavailability of the services initially booked), which leads to differences in value compared to the fees and fares applicable at the time of the initial booking.

“**Stopover**” - the place (except for the boarding and disembarking places) indicated in the flight schedule as a scheduled stop in the itinerary.

“**Stopover flight**” - a flight operated with at least one intermediate stop between the airport of origin and the airport of destination. In this case, the aircraft equipment and/or flight number do/does not mandatorily change.

“**Third party**” - any natural or legal person, except for the passengers, the Company and its employees.

“**Travel document**” - proof of the sum of necessary and sufficient conditions, accessible in the reservation (PSS) and check-in (DCS) systems of the carrier, in order to allow the check-in of a passenger on a flight.

“**Travel ticket**” - fully paid travel ticket, identifiable by the PNR code or in the form of an electronic ticket, depending on the reservation system used, stating the name and surname of the passenger/s, the PNR code, the itinerary, the date and time of departure, the fare and any fees charged, as well as other information relevant for the journey.

“**Unaccompanied minor**” - any person aged between 6 (six) and 14 (fourteen) years on the effective date of the travel, who travels unaccompanied by an adult, in accordance with the relevant legislation. In the case of Romanian citizens, the maximum age limit for an unaccompanied minor is 18 (eighteen) years.

“**Web page**” - the official website [www.flyblueair.com](http://www.flyblueair.com) made available to passengers by Blue Air, enabling the passengers to make reservations/payments/enter personal data online and to find out information about the services offered by Blue Air.

## **CHAPTER II. APPLICABILITY**

### **2.1 GENERAL CONDITIONS**



Except as provided in Article 2.2, these Travel Conditions apply only to flights or flight legs for which the Blue Air's name or designator code is indicated on the itinerary. The Travel Conditions printed on travel tickets, electronic coupons, luggage identification tags or any other travel document accepted by the air carrier, are included in these Travel Conditions.

These Travel Conditions are intended to apply to Blue Air's products and services purchased through Business-to-Customer distribution channels (Blue Air website, Blue Air mobile application, Blue Air call center or Blue Air ticketing offices), as well as through Business-to-Business distribution channels (B2B Portal, API or authorized aggregators).

Passengers undertake to use the content and/or the elements available on the Company's website for their own use and needs, and not to exploit them commercially, directly or indirectly. Screen-scraping and redistribution of the content available on Blue Air's website are not allowed.

Travel agencies (online or offline) and any other interested parties undertake to use the dedicated Business-to-Business distribution channels (B2B portal, API or authorized aggregators) in order to access Blue Air's products and services, unless otherwise specifically approved by Blue Air.

Blue Air reserves the right to refuse access to travel agencies (online or offline) to the Business-to-Customer distribution channel, as they have at their disposal the specially dedicated Business-to-Business distribution channels.

Blue Air reserves the right to verify the correct use of the distribution channels described above in order to take the best measures to protect the common interests of the parties. If Blue Air finds a discrepancy regarding the use of the distribution channels, Blue Air reserves the right to refuse, suspend or terminate at any time the access of any partner to Blue Air services.

For the avoidance of doubt, Blue Air's products and services purchased through the Business-to-Customer and Business-to-Business distribution channels shall be subject to these Travel Conditions, [Blue Air's Payment Policy](#) and any other agreements concluded between the buyer of the products and services and Blue Air.

## **2.2 CHARTER/CODE-SHARE OPERATIONS**



If the transport is carried out under a charter agreement or a code-share agreement, the Travel Conditions apply insofar as they are incorporated, by reference, in the charter/code-share agreement.

Any complaint related to transport services performed under a code-share agreement must be filed with the actual air carrier.

## **2.3 PRECEDENCE**

In the case of incongruity between the Travel Conditions and other provisions we may set forth in connection with certain topics, these Travel Conditions will take precedence.

## **CHAPTER III. TRAVEL TICKETS AND RESERVATIONS THEREOF**

### **3.1 GENERAL PROVISIONS ON TRAVEL TICKETS**

Travel tickets, together with the Travel Conditions, the Fare Rules as well as the material rules and information published on the carrier's website, respectively [www.flyblueair.com](http://www.flyblueair.com), make up the Contract of Carriage concluded between passengers and Blue Air.

Blue Air shall only carry the passenger whose name appears on the travel ticket; the passenger is required to hold a valid identity document and any other document provided by law, depending on the destination, whether domestic or international.

In the case of organised school trips, a maximum number of 12 (twelve) minors is allowed for an adult companion.

All Blue Air travel tickets are non-refundable, except for tickets expressly provided as refundable.

### **3.2. BLUE BENEFITS ANNUAL SUBSCRIPTION**

Blue Air offers buyers the opportunity to purchase three types of annual subscriptions.



- a) The “Blue Benefits Together” annual subscription offers buyers the opportunity to have access to compilations of special offers for the holder of the annual subscription and for 1 (one) extra member.
- b) The “Blue Benefits Family” annual subscription offers buyers the opportunity to have access to compilations of special offers for the holder of the annual subscription and for 3 (three) extra members.
- c) The “Blue Benefits Friends” annual subscription offers buyers the opportunity to have access to compilations of special offers for the holder of the annual subscription and for 8 (eight) extra members.

For additional information on Blue Benefits annual subscriptions, please refer to the specific [page](#) available on the Company's website.

### **3.3 TRAVEL TICKET RESERVATION**

Passengers can book travel tickets for Blue Air flights using one of the following channels:

- a) Blue Air’s Website;
- b) Blue Air’s Mobile Application;
- c) Blue Air’s ticketing offices;
- d) Blue Air’s partner agencies/companies;
- e) Call Center Service;

The reservation of a travel ticket for a certain Blue Air flight is confirmed at the time of full payment of the price. The Blue Air reservation system issues the PNR code for the reservation, together with the travel itinerary and the payment confirmation. This confirmation will be sent by email, telephone or by delivering the ticket in physical format, according to the manner in which the passenger made the reservation. In the case of Internet reservations, i.e. reservations made through the Blue Air website and/or the Mobile Application, the PNR code will be displayed on the screen at the end of the transaction and subsequently sent by email to the buyer. Blue Air recommends printing the itinerary since this document contains information that may



be requested during the check-in process. The passenger does not have to reconfirm a flight for which a PNR code has been issued.

The passenger is required to check if he/she received the documents mentioned above (i.e. the travel ticket or the itinerary and payment confirmation) at the email address provided, and, if any of these documents were not provided, the passenger is required to contact Blue Air, either through the [contact form](#) on the Company's website or through the [Call Center Service](#), to report the situation and receive a solution.

Blue Air is not liable if the passenger reports to the check-in office at the airport without full payment information and the ticket itinerary, Blue Air being thus entitled to refuse to board the passenger in question, without him/her being able to benefit from his/her rights under (EC) Regulation No. 261/2004 regarding compensation.

The passenger and/or his/her agent is exclusively liable for the correct entry of the personal contact data in order to receive the booking confirmation and the electronic ticket.

Any modification of the ticket after the completion of the reservation process is governed by Article 3.4 below.

### **3.4 MODIFICATION OF THE DATA ENTERED ON THE TRAVEL TICKET**

The travel ticket is valid only for the route indicated on it, from the place of departure to the final destination, on the date and for the flight indicated on it, only for the passenger whose name is on the ticket.

If the passenger wishes to change the travel data (i.e. the passenger's name, route, departure date or arrival date) or to add any ancillary services after the initial booking was finalized, he/she must act in accordance with the provisions below, in order to make the change.

Passengers who have received the payment confirmation are entitled to change the reservation, after the confirmation thereof, up to 4 (four) hours before the departure time of the initial flight, against a change fee. Any change is subject to the [Fees and Tariff Rules](#) Section. Such changes made by the passenger may lead to the recalculation of the fare and/or taxes for the ancillary services, if any, and, in case of any differences between the initial fare and/or taxes and the new



fare and/or taxes, the passenger will have to pay these differences as well as the fees valid on the date of the change. Should the passenger add any ancillary services after the initial booking was finalized, he/she should be aware that the fees and taxes for the ancillary services might differ from the fees and taxes shown during the initial booking process.

The reservation can be changed up to 4 (four) hours before the departure time of the initial flight even if the check-in process has been performed, by contacting the [Call Center Service](#) (during business hours). Thus, after making all the changes intended, the passenger has to check-in online again and reprint his/her boarding pass(es).

When the route, departure date or arrival date are changed online, such change will apply to all passengers provided in the reservation. If the name is changed online, such change will only apply to the passenger concerned.

If the changes are intended only for part of the passengers on a PNR code, such change can be made only by contacting the [Customer Support Department](#) or the [Call Center Service](#).

Name changes on a reservation are no longer allowed if the ticket itinerary includes several flight legs, and the travel date for one of the legs is earlier than the current date, regardless of whether it was used or not.

Date changes are allowed only at a fare class higher than or at least equal to the one at which the initial ticket was purchased.

Route changes are allowed; such change shall be treated as a new reservation, and the passenger shall be obliged to pay the new ticket fare, any taxes differences, if applicable, and all the taxes related to the ancillary services added in the reservation, as well as the applicable change fee. For more details, please refer to the [Fees and Tariff Rules](#) Section on the Company's website.

### **3.5 FLEX SERVICE**

Blue Air offers passengers the opportunity to change the date of the booked flight for any other available travel date (provided that the change is made with more than 7 days before the departure of the booked flight), without paying a change fee in accordance with Article 3.4 of the Travel Conditions.



Passengers can purchase the Flex Service, both during the initial booking process from the Company's website, through Blue Air's mobile application, from Blue Air's ticketing offices, from Blue Air's partner Agencies/Companies or via the Call Center Service, as well as after the initial booking process only through the Call Center Service, for a fee (variable depending on the time of purchase). If the passengers add the Flex Service after the completion of the initial booking process, they must be aware that the fee will be different from the one displayed during the initial booking process. For more details, please refer to the [Fees and Tariff Rules](#) Section on the Company's website.

Passengers will pay the fare difference between the initial flight and the changed flight, as well as the fees valid on the date of the change. Should the new flight fare be below the original one, the customer is not entitled to a refund of the fare difference.

The Flex Service can only be purchased together with the BlueBASIC and BluePLUS fare families, seeing as the BlueBIZ fare family already allows passengers to change the flight date without paying the change fee set forth in Article 3.4 of the Travel Conditions.

The Flex Service allows only one change of the date of the booked flight, any other flight changes shall be made in accordance with Blue Air's Travel Conditions.

### **3.6 SEATING**

In accordance with Blue Air's Seat Allocation Policy and in compliance with the relevant international and European legislation, the airline provides random allocation of seats on the plane, free of charge. Additionally, passengers may select any seat available on the plane, either during the booking process or during the online check-in procedure, subject to the payment of the specific fee per passenger per flight segment. For more details, please refer to the [Fees and Tariff Rules](#) Section on the Company's website.

Blue Air reserves the right to determine the seating of passengers on the aircraft, even after boarding, if such action is required for operational, safety or security reasons.

In the case of passengers who purchased preferential seats on the first row of seats or on the row assigned to emergency exits and who, for operational or flight safety or security reasons could



not use them, as they were reassigned to a seat for which a fee lower than the one for the initially chosen seat is charged, the air carrier will reimburse the difference in value or fee paid for the preferential seats.

As an exception to the rule above, the fee paid for the preferential seat will not be reimbursed to the passengers who have paid this fee even though they do not meet the necessary eligibility conditions for occupying such seats.

Passengers who do not have the right to travel on preferential seats are part of the following categories:

- a) passengers travelling with infants and / or children;
- b) passengers with disabilities and / or reduced mobility;
- c) unaccompanied minors;
- d) passengers with special medical conditions (for example, pregnant passengers);
- e) passengers travelling with pets in the cabin;
- f) passengers carrying fragile and / or bulky objects on passenger seats;
- g) passengers who have been previously refused entry into the country of destination or were deported.

### **3.7 CANCELLATION OF THE RESERVATION**

If the passenger decides that he/she no longer wishes to travel with the air carrier (for reasons that cannot be attributed to the air carrier), he/she may request to be refunded the airport charges paid, subject to the payment of a servicing fee per passenger per flight leg. None of the other amounts paid by the passenger is refundable. If the amount of airport charges subject to refund is less than the applicable servicing fee, Blue Air will not make such a refund. For more details, please refer to the [Fees and Tariff Rules](#) Section on the Company's website.

In the event of the death of a passenger, the airline will reimburse the unused travel ticket, subject to the payment of the processing fee and the submission of supporting documents.

## **CHAPTER IV. FARES, FEES AND TARIFF RULES**

### **4.1 FARES**

The fare will be applied for air transport from the place of departure to the place of destination, according to the flight itinerary.

The fare for the travel ticket purchased by the passenger will be calculated in accordance with the Blue Air fares, valid on the date of purchase of the travel ticket.

The fare is the value of the air transport service, reserved by the passenger, for a certain fare family and a certain itinerary.

### **4.2. FEES**

#### **4.2.1. Mandatory Fees**

Mandatory fees are fees or taxes levied by various institutions in exchange for services rendered or certain rights.

These fees will either be included in the ticket fare (e.g. fuel fee, CO2 emission fee, value-added tax for domestic flights, etc.) or displayed separately during the booking process or on the electronic confirmation of the ticket(s) (e.g. airport charge, security fee, etc.).

For more details, please refer to the [Fees and Tariff Rules](#) Section on the Company's website.

#### **4.2.2 Additional Fees**

Additional fees are fees collected by the air carrier from passengers in exchange for providing services additional to the air transport.

For more details, please refer to the [Fees and Tariff Rules](#) Section on the Company's website.

### **4.3. TARIFF RULES**

The 3 (three) fare families offered by the air carrier are as follows:

Blue <b>BASIC</b>	Blue <b>PLUS</b>	Blue <b>BIZ</b>
<p>Cabin bag not exceeding 10kg and 40cm x 30cm x 20cm.</p> <p>Online check-in available 24 hours before departure, but not less than 3 hours before departure.</p>	<p>Cabin bag not exceeding 10kg and 40cm x 30cm x 20cm.</p> <p>Hold bag not exceeding 23kg and 100cm x 80cm x 30cm.</p> <p>The opportunity to select the seat on the plane, except for preferential seats (extra leg room seats and rows 1-4).</p> <p>Online check-in available 30 days before departure, but not less than 3 hours before departure and the opportunity to check-in at the airport, free of charge.</p>	<p>Cabin bag not exceeding 10kg and 40cm x 30cm x 20cm.</p> <p>Cabin bag not exceeding 10kg and 55cm x 40cm x 20cm.</p> <p>Hold bag not exceeding 32kg and 100cm x 80cm x 30cm.</p> <p>The opportunity to select any seat on the plane, including preferential seats (extra leg room seats and rows 1-4), subject to availability.</p> <p>Priority Boarding.</p> <p>Online check-in available 30 days before departure, but not less than 3 hours before departure and the opportunity to check-in at the airport, free of charge.</p> <p>Flex Service – the opportunity to change the date of the booked flight.</p>

#### 4.4 TRAVEL TICKET PAYMENT



The payment of the travel ticket is the last step performed by the passenger when booking the travel ticket, and he/she is required to make the payment in order to receive the electronic ticket, the itinerary and the payment confirmation.

Fares, mandatory fees and additional fees are paid in the selected currency. The algorithm for displaying fares, mandatory fees and additional fees is based on the EUR exchange rates at the NBR exchange rate + 2%, rounded up to EUR 0.05 or EUR 0.1. The exchange rate changes in the Blue Air electronic reservation system on every business day, at 17:00 (local time), based on the exchange rate communicated on the same day by the National Bank of Romania. The exchange rate remains valid until 16:59 (local time) on the next business day.

The travel ticket can be paid for by:

- Credit card;
- Bank transfer;
- Cash deposit;
- Blue Air Wallet

For more details regarding the payment of the travel ticket, please refer to [Blue Air's Payment Policy](#).

After confirming the payment to Blue Air Aviation, the passenger will receive the tickets at the email address communicated in the reservation, within 48 (forty-eight) hours.

#### **4.5 FARE LOCK SERVICE**

If the passenger makes a reservation on the Company's website (he/she has selected the flight and price) and wishes to lock the price for a period of 48 (forty-eight) hours, he/she must select the Fare Lock Service, and after paying the appropriate fee for this service, Blue Air shall guarantee the selected price for a period of 48 (forty-eight) hours. For more details, please refer to the [Fees and Tariff Rules](#) Section on the Company's website. The purpose of this service is to lock the price selected by the passenger and the fee of the service shall not be considered an amount paid as a security deposit for the performance of the contract of carriage.



This service shall apply to all flights and all passengers on the reservation. After paying for the Fare Lock Service, the reservation can no longer be changed, thus being guaranteed the locked price.

In order to confirm the reservation at the locked price, the payment of the selected price must be made in full within 48 (forty-eight) hours. If this time limit is not observed, the price locking period expires, and the locked price will be automatically cancelled.

The Fare Lock Service is available only for reservations made on the Company's website more than 7 (seven) days before the selected flight date. If the passenger selects a return flight, the service is available for reservations made more than 7 (seven) days before the date of the first flight.

The Fare Lock Service can be combined with special offers or promotional prices.

This service guarantees the price of the selected ticket for 48 (forty-eight) hours from the time Blue Air confirms the purchase of the Fare Lock Service. In the case of any dispute regarding the time the purchase is confirmed, Blue Air's time system will be applied. The locked price of the selected ticket includes the services according to the description of the selected fare family, i.e. BlueBASIC, BluePLUS and BlueBIZ.

When locking the price, the names of all passengers in the reservation do not have to be specified; however, the surname, name, email and telephone number of the person requesting the price lock must be specified. The names of all passengers associated with a particular reservation for which the Fare Lock Service is purchased must be provided when completing the reservation.

The Fare Lock Service fee is non-refundable and does not represent an advance payment towards the total price of the travel ticket. The Fare Lock Service fee must be paid by card. The passenger is responsible for paying the fee for the Fare Lock Service. At Blue Air's discretion, the debit or credit card used for payment and/or reservation details may be considered by Blue Air to indicate a high risk of fraud. In such cases, Blue Air shall contact the passenger in order to check the payment details. If Blue Air is unable to contact the passenger at the phone number indicated in the reservation or if the passenger is unable to verify the payment or the reservation details, Blue Air reserves the right to cancel the locked price and to refund the Fare Lock Service fee.



If the passenger does not receive confirmation of the locked price within 2 (two) hours from the time of payment of the service at the email address he/she provided when purchasing the Fare Lock Service, he/she must contact Blue Air via the [Call Center Service](#).

If the passenger chooses to purchase the travel ticket at the locked price, after providing the names of all passengers and after paying the full amount for the ticket covered by the Fare Lock Service, the reservation will be subject to these Travel Conditions.

Blue Air reserves the right to restrict the availability of the Fare Lock Service.

If the schedule of the selected flight for which the price was locked changes within 48 (forty-eight) hours, the passenger may either accept this change in order to continue the reservation at the locked price or can request a refund of the Fare Lock Service fee.

## **CHAPTER V. PERSONAL DATA OF PASSENGERS**

The personal data of the passengers, provided by them at the time of booking, is processed by Blue Air to be used for the following purposes: to conclude the reservation, to purchase and issue the travel ticket, to perform transport and related services, for accounting, invoicing and audit (including credit card or other card verification), to facilitate border and customs control procedures, for safety, security, health, administrative and legal purposes, for statistical and marketing analyses, to test its own system, to maintain and develop it, to develop and provide services, as well as to improve customer service.

The passenger bears full legal responsibility for the correctness of the personal data provided in the booking process.

Personal data, processed under a contractual obligation, is kept for fixed periods of time, which can be consulted in the [Privacy Policy/Personal Data Protection Policy](#) of the Company. After such fixed periods of time expire, the personal data processed will be deleted/destroyed.

The personal data of passengers are processed by Blue Air and it is communicated to certain contractual partners for the provision of the contracted services, i.e. to Blue Air offices and branches, authorised agents, credit companies and card issuers, data processing government



agencies, and to other companies involved in the carriage of the passengers concerned, but only for the purposes set out above.

The passengers' data will be disclosed, upon request, to the public authorities, in accordance with the laws in force.

In the context of processing the personal data of passengers for the above-mentioned purposes, the passengers have the following rights: the right of access and the right to request the rectification or deletion of personal data, the right to oppose the processing, the right to request the restriction of processing, the right not to be subject to an automatic decision (including profiling), the right to data portability, the right to lodge a complaint with the National Authority for the Supervision of Personal Data Processing and the right to apply to the competent courts.

Both the passenger and the person paying for the ticket reservation state that they have taken note of the fact that the air carrier may use the personal data (name, email, telephone, nationality, date of birth) to enable the electronic transaction and to process this information.

More details about the processing of the personal data of passengers are available by visiting the [Privacy Policy/Personal Data Protection Policy](#) Section on the Company's website.

## **CHAPTER VI. CONNECTIONS**

Blue Air does not guarantee connections with other flights or other means of transport, except those sold by Blue Air as such.

The flights performed by the air carrier are not intended to be used in connection with other flights of the Company or of other companies, except those sold as such by Blue Air.

If the passenger makes a reservation for such connecting flights, Blue Air shall apply a connecting flights fee. For more details, please refer to the [Fees and Tariff Rules](#) Section on the Company's website.

Any other connection made by the passengers outside of the above rules shall be made at their own risk, and the passengers shall be required to go through the check-in procedure for each of the successive flights.



If the passenger has tickets for Blue Air multileg flights, flights sold by Blue Air as such, he/she is required to notify the check-in at the airport of departure for which successive flight he/she has a ticket. In this case, the passenger shall be given information about the boarding pass and the registered bag tag for the successive flight.

If the travel ticket is issued for two or more flight legs to a destination, the passenger is required to pick up the registered luggage upon arrival at the final destination airport indicated on the luggage identification tag.

If the passenger holds a valid travel document for a connecting flight, he/she is required to find out in advance about the hold luggage check-in/transfer procedures for his/her itinerary.

## **CHAPTER VII. CHECK-IN**

### **7.1 CHECK-IN TIME LIMIT**

In order to complete the check-in and boarding formalities, the passenger must show up at the airport at least 2 (two) hours before the departure time indicated on the travel ticket.

Passengers are solely responsible for the fulfilment of the check-in formalities. Passengers who do not report in time for both check-in and boarding, irrespective of the reason, or who do not have the necessary travel documents, are deemed as no-shows and lose the right to any refund.

Blue Air informs passengers that check-in counters open at least 2 (two) hours before the flight and close 40 (forty) minutes before the scheduled departure time. The passenger is liable for any non-compliance with these time intervals, and the air carrier is exempted from any liability.

Blue Air draws the attention of passengers to the fact that, for their convenience, the check-in counters in certain airports may open earlier. For example, in the case of the **Henri Coanda International Airport (Otopeni - Bucharest)**, the check-in counters open 2 (two) hours before the flight and close 40 (forty) minutes before the scheduled departure time for domestic flights, and the check-in counters open 3 (three) hours before the flight and close 40 (forty) minutes before the scheduled departure time for international flights; in the case of the **Leonardo da Vinci International Airport - Fiumicino (Rome)**, the check-in counters open 2 (two) hours and



30 (thirty) minutes before the flight and close 50 (fifty) minutes before the scheduled departure time; and in the case of the **Ben Gurion Airport (Tel Aviv)**, the check-in counters open 4 (four) hours before the flight and close 60 (sixty) minutes before the scheduled departure time.

## **7.2 OBLIGATIONS UPON CHECKING IN**

During the check-in procedures, passengers are required to report in person, to show a valid identity card or passport (as the case may be), the documents necessary to enter the country of destination (visa, sanitary documents, etc.), to have the hold luggage weighed and the cabin luggage checked for meeting the weight and size limits set by the air carrier.

Blue Air also recommends passengers have the booking confirmation at hand when reporting to the check-in desk.

In the special case of minors, in order for them to be able to travel on the domestic routes in Romania, it is necessary to present the original or certified copy of the birth certificate, if they do not have an identity document or passport.

In the special case of infants who are 24 (twenty-four) months of age at the time of the reserved travel and for whom the parent/legal representative paid an infant fee, the air carrier reserves the right not to allow such infants on the flight if the parents/legal representatives refuse to pay the price difference between the infant fee and the full ticket fare on the date the discrepancy was discovered, subject to the availability of a seat on the aircraft.

Passengers are required to contact the competent authorities of the country of destination (e.g. consulates, embassies, border police) to find out which are the documents required for their trip to the country of destination.

Passengers are required to observe and comply with all the laws, rules and requirements of the countries to/from which they travel, as well as the Blue Air Travel Conditions. The company is not liable in any way to the passenger to obtain the necessary documents for his/her journey or to comply with the laws, rules, requirements or instructions with regard to which the passenger was informed, or for the consequences of the passenger's failure to obtain the necessary documents or to comply with the laws, rules, requirements or instructions given.

### 7.3 ONLINE CHECK-IN

Blue Air provides passengers with a free of charge online check-in service.

The free of charge online check-in service is available, in accordance with Article 4.3 above, 30 (thirty) days before the departure date for BlueBIZ and BluePLUS passengers and 24 (twenty-four) hours before the departure time for BlueBASIC passengers. The free of charge online check-in service is available up to 3 (three) hours before the scheduled time of departure.

This service is available for all flights except those departing from Lisbon, Tel Aviv and Constanta. For these specific flights, the check-in process shall be performed at the airport before departure, free of charge.

The online check-in process implies that the passenger must accept the random allocation of a seat on the plane, free of charge. If the passenger wishes to choose a specific seat in the aircraft, he/she will have the opportunity to do so, before the boarding passes are issued, in accordance with the conditions associated with the reserved fare family, paying the related fees provided in the [Fees and Tariff Rules](#) Section on the Company's website.

In order to protect certain categories of special passengers, including but not limited to: passengers travelling with infants and / or children, passengers with disabilities and / or reduced mobility and their companions, passengers with a special medical condition (for example, pregnant passengers) and their companions and / or unaccompanied minors by the random allocation of seats in the aircraft, if they do not select a seat in the aircraft by paying the related fees provided in the [Fees and Tariffs](#) Section on the Company's website, the online check-in process shall not be available and this category of passengers shall have the opportunity to check-in at the airport before departure, free of charge. Blue Air shall undertake all commercially reasonable efforts in order to allocate seats next to or close to the above-mentioned categories of special passengers, based upon the availability of seats at the time of the airport check-in process.

The following categories of passengers cannot check-in online:

- a) passengers travelling with infants and / or children;



- b) passengers with disabilities and / or reduced mobility;
- c) unaccompanied minors;
- d) passengers with a special medical condition (for example, pregnant passengers);
- e) passengers carrying weapons in their luggage;
- f) passengers carrying pets in the cabin or the aircraft hold;
- g) passengers carrying fragile and/or bulky objects in the cabin, on passenger's seats;
- h) passengers that were previously denied entry to the country of destination or deportees;
- i) passengers on international flights requiring entry visa or residence permit for the country of destination, that need to be checked at the departure airport check-in.

Passengers who cannot check-in online due to technical issues with Blue Air's platform must notify the air carrier by contacting the [Call Center Service](#); otherwise, they will have to pay the airport check-in fee in accordance with the [Fees and Tariff Rules](#) Section on the Company's website.

Passengers are asked to present their boarding pass, which must be accompanied by travel documents, at the security checkpoint, the border police and the boarding gate.

If the passenger has completed the online check-in process but does not show a readable boarding pass (either on a mobile device or on paper) at the security checkpoint, border police or at the boarding gate, he/she will be obliged to pay the check-in fee at the airport provided in the [Fees and Tariff Rules](#) Section on the Company's website, in order to be issued a new boarding pass.

If the passenger has hold luggage, he/she must report for check-in at least 90 (ninety) minutes before take-off at the specially marked counters, even if he/she previously concluded the online check-in formalities.

If the passenger does not have hold luggage, he/she will have to go to the boarding gate at least 40 (forty) minutes before the departure time, with the boarding pass printed (following the check-in at the airport or following the online check-in).



The passenger is liable for any non-compliance with these time intervals\* and may be refused boarding. Blue Air will not refund the ticket and will not grant any other compensation to those who do not comply with the above rules.

\*Blue Air draws the attention of passengers to the fact that security and border control formalities can require significant periods of time, thus creating unpleasant situations for passengers.

In the special case of passengers with disabilities or reduced mobility, the time limit for reporting to the check-in counter is the same, 2 (two) hours\*, even if they opt for the online check-in service.

\*Blue Air draws the attention of passengers to the fact that, in certain airports, the check-in counters may open earlier.

In the special case of travelling with an infant, the boarding process involves the presentation of the boarding pass for both the infant and the accompanying adult.

Passengers coming from a non-EU/EEA country must report to the Blue Air check-in desk at the airport to have their travel documents checked before the security control and border crossing formalities. If passengers do not comply with this provision, Blue Air reserves the right to refuse their boarding.

#### **7.4. AIRPORT CHECK-IN**

Even if the online check-in service is available free of charge for the departure airport, the passenger can still opt for the airport check-in service, paying the related fee provided in the [Fees and Tariff Rules](#) Section on the Company's website.

If the passenger does not book and pay for the airport check-in service in advance up to 4 (four) hours before departure and subsequently chooses to check-in at the airport, he/she will pay a higher fee as detailed in the [Fees and Tariff Rules](#) Section on the Company's website, at the check-in counter within the airport.



If the online check-in service is not available at certain airports or for certain categories of special passengers, the check-in process will be performed at the airport, before departure, free of charge.

## **CHAPTER VIII. BOARDING**

### **8.1 BOARDING FORMALITIES**

After completing the check-in formalities, the passenger will be informed about the place and time where he/she will have to report for the boarding formalities. Having regard to the fact that the airport authority is responsible for assigning both aircraft slots and boarding gates, Blue Air gives notice to the passengers that these may change after the check-in procedure is completed, and thus Blue Air is not liable for any change of the place and/or time of embarkation. In order to avoid any confusion or delays, the passenger will have to pay attention to the airport monitors and the announcements made via the public address system. Blue Air informs the passengers that the boarding gate closes 15 (fifteen) minutes before the take-off time.

Moreover, in order to avoid unpleasant situations, Blue Air draws the attention of passengers to the fact that both the security control and the border crossing formalities require a period of time that the passenger must take into account in order not to report late to the boarding gate.

### **8.2. SECURITY CHECKS**

In certain situations, for flight security reasons, at the request of government institutions or airport authorities, the passenger may be requested to undergo body and/or luggage checks.

### **8.3. PRIORITY BOARDING SERVICE**

Blue Air offers its passengers the Priority Boarding Service whereby passengers can have priority when boarding the plane over the other passengers, as well as check-in an additional cabin bag, weighing up to 10 kg and measuring up to 55 cm x 40 cm x 20 cm.

Passengers can purchase the Priority Boarding Service, both during the initial booking process and after it, either from the Company's website, through Blue Air's mobile application, from Blue Air's ticketing offices, from Blue Air's partner Agencies / Companies, through the Call

Center Service or from the airport, for a fee (variable depending on the time of purchase). If the passengers add the Priority Boarding Service after the completion of the initial booking process, they must be aware that the fee will be different from the one displayed during the initial booking process. For more details, please refer to the [Fees and Tariff Rules](#) Section on the Company's website.

## **CHAPTER IX. REFUSED BOARDING**

### **9.1. BOARDING REFUSED FOR REASONS NON-ATTRIBUTABLE TO THE AIR CARRIER**

The air carrier reserves the right to refuse the boarding of passengers who:

- a) are in a visible state of agitation due to the consumption of alcohol and/or psychotropic substances, the behaviour of whom may endanger the safety of the flight or may disturb the other passengers on the flight;
- b) are in a physical and mental state visibly incompatible with air transport or in a poor state of health, without holding a "Fit to travel by air" certificate issued by a physician;
- c) behaved inappropriately during a previous flight;
- d) refused to comply with the rules, conditions and procedures of the air carrier (for example, but not limited to, the rules regarding the content, shape and size of luggage and/or any other items accepted on board aircraft);
- e) refused to undergo the body or luggage security check;
- f) failed to pay, in full, the fares and fees for the flight, valid on the date of travel;
- g) failed to meet all the conditions for leaving/entering the country;
- h) have a travel ticket illegally purchased or declared stolen or lost, a forged ticket, or they cannot prove to be the persons indicated on the travel tickets;
- i) failed to follow the instructions of the air carrier regarding flight safety and security;
- j) behaves in a choleric and/or violent manner, addresses threatening words or insults to flight crew members, ground personnel of the air carrier or other passengers on the flight;
- k) behaves in an aggressive, intimidating or threatening manner (physical or verbal) that may endanger public order and tranquility on board the aircraft or the safety and security of persons or their property;

- l) acts with deliberate recklessness and damages the aircraft and related equipment, the goods of other passengers or the goods of the crew members;
- m) intentionally communicates false information, which endangers the safety and security of the aircraft, of the other passengers or their goods;
- n) purchased the ticket/company's services using a card suspected as being stolen/copied/cloned.

The above-mentioned list is not exhaustive, it may be extended at the discretion of the air carrier, in order to ensure the safety and security of the aircraft, passengers and crew members and/or their goods.

If the air carrier refuses, at its reasonable discretion, to carry a passenger in accordance with the provisions of this Article, or if a passenger is escorted out of the aircraft during an unplanned stopover, the air carrier may cancel the unused flight leg of the ticket and the passenger is not entitled to a further carriage. Accordingly, the air carrier is not liable for any loss or damage deemed to result from any such refusal to carry the passenger.

If under this Article, the air carrier is required to refuse the boarding of a passenger, thus leading to a flight delay, the air carrier is not liable for such delay.

## **9.2. DENIED BOARDING FOR REASONS ATTRIBUTABLE TO THE AIR CARRIER**

If the air carrier is required, for various reasons, to refuse the boarding of a passenger holding a valid travel ticket, it will act in accordance with the relevant international and European legislation, immediately offering the passenger in question compensation and the possibility to choose between:

- a) reimbursement, within 7 (seven) days, of the full cost of the ticket at the purchased price, for the part or parts of the journey not performed, or
- b) rerouting, under comparable transport conditions, to the final destination, either as soon as possible or at a later date, at the passenger's choice, subject to availability.

In the case of paragraph (a) above, the passenger may choose to receive the reimbursement in the form of additional services offered by the air carrier, vouchers or uploading the credit in the Blue Air Wallet.

## **CHAPTER X. CATEGORIES OF PASSENGERS REQUIRING SPECIAL ASSISTANCE**

### **10.1. GENERAL ASPECTS**

The carriage of disabled persons, persons with reduced mobility, unaccompanied minors, pregnant women, as well as sick persons or other persons requiring special assistance depends on a prior arrangement between them and the air carrier.

### **10.2. UNACCOMPANIED MINORS**

Blue Air accepts to carry minors not accompanied by an adult, but not more than 4 (four) such unaccompanied minors per flight, aged between 6 (six) and 14 (fourteen) years.

In the case of Romanian citizens, Blue Air deems as unaccompanied minors all citizens aged between 6 (six) and 18 (eighteen) years travelling unaccompanied by an adult.

Blue Air does not allow the travel of unaccompanied minors on stopover/connecting flights.

Unaccompanied minors must add this special service while booking the travel ticket, they must report to the check-in counter at the airport at least 90 (ninety) minutes before departure, with the necessary documents, i.e. power of attorney empowering the minor to travel in the care of a representative of the air carrier, the declaration to be filled in at the check-in counter, as well as any other documents required by law. If the passenger is unable to add the unaccompanied minor special service to the booking on the Company's website, he/she shall have to contact the [Call Center Service](#) in order to add the special service to the booking and pay the appropriate fee.

Blue Air reserves the right to refuse to carry unaccompanied minors if the results of the verification of contacts and of the availability of the person who must pick up the minor on arrival (stated in the declaration filled in at the check-in counter) are negative/inconclusive or if there is not sufficient time to perform such verifications.



A fee will be charged for the transport of unaccompanied minors according to the destination (domestic flight/international flight). For more details, please refer to the [Fees and Tariff Rules](#) Section on the Company's website.

Where passengers, of other nationalities than the Romanian one, aged between 14 (fourteen) and 18 (eighteen) years, request assistance at the airport, the fee for unaccompanied minors will be paid. The addition of the unaccompanied minor special service can be done either through the Company's website, if it is available, or by contacting the [Call Center Service](#).

Unaccompanied minors aged between 12 (twelve) and 18 (eighteen) years, regardless of nationality, travelling on domestic flights in Romania, do not pay the additional fee, unless they request assistance at the airport.

In order to ensure that passengers comply with these requirements and restrictions necessary to complete all formalities when carrying unaccompanied minors, the person accompanying the minor to the airport (his/her legal representative) must fill in the declaration for the carriage of unaccompanied minors at the check-in counter at the airport and bear the legal responsibility for the correctness of the information provided as well as for the presentation of the person picking up the minor at the destination.

### **10.3. DISABLED PERSONS AND PERSONS WITH REDUCED MOBILITY**

Blue Air provides assistance to disabled persons and persons with reduced mobility in accordance with the Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air.

In accordance with the mandatory requirements in the field of flight safety, disabled persons and persons with reduced mobility cannot purchase seats on the first row or seats at emergency exits.

Having regard to the principle of social inclusion and non-discriminatory treatment, disabled persons and persons with reduced mobility will receive the necessary assistance, in accordance with their special needs, for no additional fee.



Blue Air undertakes and guarantees the carriage of disabled persons or persons with reduced mobility provided that the passengers hold an electronic ticket for the flight and provided that the specific additional service is added in the reservation for each flight leg, at least 48 (forty-eight) hours before the published departure time of such flight.

If a disabled person or a person with reduced mobility is assisted by an accompanying person, Blue Air will make every effort to assign that person a seat next to the disabled person or person with reduced mobility, provided that the passengers notify the air carrier 48 (forty-eight) hours before the published departure time of the flight.

If a passenger needs to use a utility dog, certified as such by the competent authorities, holding valid documents, it will be boarded in the cabin provided that the specific additional service is added to the reservation for each flight leg at least 48 (forty-eight) hours before the published departure time of such flight, as well as under the condition that the passenger undertakes to comply with the national legislation specific to the country where the destination airport is located and with the applicable internal transport rules on utility dogs on board of aircraft, this carriage is performed at no additional fee. Blue Air does not accept psychiatric assistance dogs or emotional support dogs on board its flights.

In the cases where we are informed by a notification sent at least 48 (forty-eight) hours before the flight time that the carriage of at most 2 (two) mobility equipment items, including electric wheelchairs, is required for a disabled person or a person with reduced mobility, we undertake to carry them under the conditions of possible space limitation on board the aircraft, as well as subject to the application of the relevant legal provisions on dangerous items, and this carriage shall be performed at no additional fee.

A disabled person or a person with reduced mobility is entitled, free of charge, to a piece of additional cabin luggage weighing a maximum of 5 (five) kg, containing medical supplies, provided that he/she notifies us at least 48 (forty-eight) hours before the flight time, as well as under the condition of presenting a medical certificate attesting the need to transport medical supplies.



The transport of oxygen cylinders is allowed on board aircraft in accordance with IATA's Dangerous Goods Regulation (DGR). Thus, the oxygen cylinders required for medical use may be transported as hold luggage or as cabin luggage only if they do not exceed 5 (five) kg (gross weight) and the maximum dimensions allowed for cabin luggage, and only if the carrier has previously approved the transport thereof. For in-flight use, they must be secured in such a way as not to disturb other passengers and not to constitute a danger in the event of turbulence.

If wheelchairs, other mobility equipment and assistive devices in the air carrier's custody are lost or damaged during their handling on board the aircraft, the passenger to whom the equipment belongs will be compensated as provided by the national law.

If necessary, flight attendants will provide assistance to disabled persons or persons with reduced mobility when going to the toilets on board the aircraft.

Blue Air and its agents provide disabled persons or persons with reduced mobility information on the special assistance they can benefit from as well as essential information on the flight in the [Special Assistance](#) Section on the Company's website.

If Blue Air or its agents are notified about a request for specific assistance from disabled persons or persons with reduced mobility, they undertake to transmit this information to all factors involved in the flight.

Blue Air communicates to the competent bodies the number of disabled persons and of persons with reduced mobility who are on board the aircraft and who require specific assistance.

Blue Air will refuse to board and carry disabled persons or persons with reduced mobility in order to comply with the applicable safety requirements established by international, Community or domestic law or to comply with the safety requirements established by the authority that issued the air carrier operating certificate (i.e. the Romanian Civil Aeronautical Authority) or if the dimensions of the aircraft or its doors make the embarkation or transport of the disabled persons or persons with reduced mobility physically impossible.

Persons with reduced mobility or disabled persons who refused boarding for such reasons are entitled to reimbursement or rerouting, as provided in Article 9.2 of these Travel Conditions.



#### **10.4. SPECIAL CONDITIONS FOR PREGNANT PASSENGERS**

In the case of passengers who are up to 28 (twenty-eight) weeks pregnant, without complications, they can travel without a medical certificate, as provided in Chapter XVIII of these Blue Air Travel Conditions.

Passengers who are between 28 (twenty-eight) and 36 (thirty-six) weeks pregnant, may travel only if they present a medical certificate, issued no later than 10 (ten) days before the date of each flight, stating the expected date of birth, the confirmation that the pregnancy is without complications, the full name of the physician, and that the passenger is fit to travel by plane.

The obligation to present the document mentioned above (the medical certificate), which certifies that the passenger can travel safely, lies solely with the passenger.

In the absence of such a medical certificate, Blue Air reserves the right to refuse to board the passenger in question. Moreover, Blue Air reserves the right to refuse to board a pregnant passenger if it finds that her condition is visibly incompatible with the flight. In such cases, the air carrier is relieved of all liability.

If the passenger is pregnant with one baby, without complications, she is not allowed to travel by plane after the 36th week of pregnancy.

If the passenger is pregnant with twins, triplets, etc., without complications, she is not allowed to travel by plane after the 32nd week of pregnancy.

A passenger can travel after 48 (forty-eight) hours from giving birth, provided the birth was uncomplicated and required no surgery. After caesarean section or if the mother required surgery, the minimum period after which she can travel is 10 (ten) days, if she holds a medical certificate attesting that the passenger is fit for air travel.

#### **10.5. SPECIAL CONDITIONS FOR INFANTS**

In the special case of infants up to 7 (seven) days old (inclusively), they can travel only if a medical certificate is presented at the check-in counter at the airport, issued no later than 5 (five) days before the date of each flight, stating the date of birth, the confirmation that the birth was

uncomplicated, the doctor's stamp and signature, and the fact that the infant is fit to travel by plane.

In the absence of such a medical certificate, Blue Air reserves the right to refuse to board the infant in question and the air carrier is relieved of all liability.

## **CHAPTER XI. LUGGAGE**

### **11.1 HOLD LUGGAGE**

#### 11.1.1 General Rules

Blue Air offers passengers the opportunity to purchase 3 (three) types of hold luggage, differentiated according to weight and size:

- a) hold luggage weighing up to 10 kg and measuring a maximum of 55 cm x 40 cm x 20 cm (length x width x height);
- b) hold luggage weighing up to 23 kg and measuring a maximum of 100 cm x 80 cm x 30 cm (length x width x height);
- c) hold luggage weighing up to 32 kg and measuring a maximum of 100 cm x 80 cm x 30 cm (length x width x height).

Each passenger has the right to carry, for a fee, a maximum of 4 (four) pieces of hold luggage with maximum dimensions of 100 cm x 80 cm x 30 cm (length x width x height) and a maximum allowable weight of 32 kg, per piece.

Passengers have the opportunity to purchase this service either through the Company's website or directly from the airport. The hold luggage will be charged according to the type of luggage (hold luggage of 10 kg per piece / hold luggage of 23 kg per piece / hold luggage of 32 kg per piece), the time of purchase, the travel period and the chosen route. For more details, please refer to the [Fees and Tariff Rules](#) Section.

If the passenger shows up at the airport without having paid the hold luggage fee in advance, he/she will be required to pay a luggage fee. As the case may be, at certain airports, third parties

authorised to manage luggage services may charge additional service fees. For more details, please refer to the [Fees and Tariff Rules](#) Section.

If the passenger shows up at the airport with hold luggage that does not fall within the number, dimensions and/or weight specified in this article, the passenger shall be obliged to pay an excess luggage fee. For more details, please refer to the [Fees and Tariff Rules](#) Section.

The weight of hold luggage pieces cannot be cumulated (“pulled”) between 2 (two) or more passengers.

Blue Air accepts the transport of 1 (one) piece of hold luggage of a maximum weight of 23 kg free of charge, for infants up to 2 (two) years old, in accordance with the [Fees and Tariff Rules](#) Section.

When checking-in a stroller, consisting of one or more parts, for an infant, it will be deemed as hold luggage, and any other luggage checked in for the infant will be charged in accordance with the rules regarding the hold luggage provided in the [Fees and Tariff Rules](#) Section.

Passengers travelling with children up to 5 (five) years old have the right to carry in the hold, free of charge, one stroller per child.

When the passenger hands over the hold luggage at the check-in counter, the luggage will be issued an Identification Tag, and it will be transferred into the keeping of Blue Air to be transported to the destination.

Blue Air recommends that the passenger writes on the hold luggage the name, address and a telephone number at which he/she can be contacted.

The registered luggage will be carried by the same aircraft as the passenger. If this is not possible for reasons beyond the control of the air carrier, Blue Air is required to make every commercially reasonable effort to carry the hold luggage to the destination listed on the electronic ticket.

#### 11.1.2 Transport of bicycles

Bicycles can be carried only as hold luggage, for an additional fee, in accordance with the [Fees and Tariff Rules](#) Section.

The handlebars of the bicycle must be rotated and fixed along the frame, the pedals must be removed, the wheels must be deflated, and the whole assembly must be packed for protection.

Electric bicycles or other such sports equipment that use lithium batteries are not allowed for transport.

### 11.1.3 Transport of sports equipment

For the transport of sports equipment, the air carrier will charge a fee in accordance with the specific provisions of the [Fees and Tariff Rules](#) Section. The transport of this type of sports equipment requires packaging in the appropriate cover for transport by aircraft and must not exceed 32 kg.

## **11.2 HOLD LUGGAGE PICK-UP AND DELIVERY**

The passenger is required to pick up the hold luggage when he/she arrives at the destination indicated on the travel ticket / Luggage Identification Tag.

In accordance with Chapter VI of these Travel Conditions, Blue Air does not guarantee connections with other flights, except those sold as connecting flights by Blue Air, and thus Blue Air is not responsible for the transfer of hold luggage to other flights or air carriers, and the passenger is required to pick up the luggage from the carousel and to check it in for the next flight.

If the luggage is not picked up from the carousel and checked in for the next flight, nor picked up within 30 (thirty) calendar days from the time it is registered with the warehouse, it will be kept in the custody of the air carrier against a storage fee. If the luggage stored in accordance with the above-mentioned provisions contain spoiled perishable goods (food, beverages), Blue Air reserves the right to remove such contents of the luggage, without compensating the passenger for this action.

If the hold luggage is not claimed and picked up during this period, Blue Air may dispose of it in any way, without any liability towards the passenger.

The right to pick up the registered luggage lies with the owner or his/her legal representative who holds the Luggage Identification Tag.

### **11.3. LUGGAGE OF DECLARED VALUE**

As an air carrier, Blue Air will accept the carriage of a piece of luggage of declared value, provided that the specific additional service is added to the reservation of the passenger who wishes to carry the luggage of declared value.

In order to be able to carry a luggage of declared value, the passenger must add the specific additional service during the reservation, paying an additional fee in accordance with the [Fees and Tariff Rules](#) Section.

The value declared by the passenger cannot exceed by 500 EUR the value provided by law, and the air carrier will be liable, only in the case of loss of luggage of declared value, up to the declared amount.

The passenger may not check-in for carriage luggage of declared value in improper containers, such as cardboard boxes, bags, sacks, backpacks, light suitcases, or other such materials that cannot ensure the integrity of the luggage and its contents.

The passenger must not pack in the luggage of declared value the following items: money, jewellery, precious metals, keys, video cameras, computers, medicines, glasses, sunglasses, contact lenses, watches, mobile phones, personal electronic devices, important documents, cigarettes, tobacco or tobacco products or other valuable items, business documents, passports, artefacts, paintings or other art type and other identity documents.

The passenger is responsible for packing the luggage of declared value so as to be allowed on the flight, and the air carrier assumes no liability for the damage caused by the improper packaging of the luggage of declared value.



If the handling agent processing the luggage of declared value, during the check-in, determines that it requires special packaging in order to ensure the integrity of the luggage and the items packed in it, the passenger must comply with the requirements set by the handling agent, otherwise, Blue Air reserves the right to refuse to carry the luggage of declared value, in accordance with its specific carriage rules, and the luggage will be transported according to the general conditions of carriage (as luggage checked in without declared value). In such cases, the air carrier will not be liable for the declared value and the fee paid by the passenger will not be reimbursed to him/her.

Blue Air will agree to carry luggage of declared value only if Blue Air is the operating carrier on the relevant flight leg.

#### **11.4. CABIN LUGGAGE**

11.4.1. The passenger can carry, free of charge, one cabin bag of less than 10 kg and up to 40 cm x 30 cm x 20 cm (length x width x height). The dimensions of the luggage include all its accessories (wheels, handles and exterior pockets, among others). Any other personal item (purse/bag), as well as electronic equipment (camera, tablet, laptop, etc.), must be placed in this piece of luggage.

Additionally, each passenger can travel with products purchased from Duty-Free stores at the airport, packaged in sealed Duty-Free bags.

Infants cannot carry free of charge cabin luggage, however, they can benefit from the advantages provided in art. 11.1.1. above.

Musical instruments allowed by the security control may be carried as cabin luggage, only if they comply with Article 11.4.1.

11.4.2. As an exception to Article 11.4.1., passengers who purchase the Priority Boarding Service can carry an additional cabin bag (i.e. a second piece of cabin luggage) of less than 10 kg and up to 55 cm x 40 cm x 20 cm. Passengers can purchase this service through the Company's website or directly at the airport. For more details, please refer to the [Fees and Tariff Rules](#) Section on the Company's website.

11.4.3. If the passenger wishes to carry fragile luggage exceeding the dimensions or weight allowed for cabin luggage, the passenger may purchase for such luggage an additional seat, mandatory at the window and adjacent to his/her seat, provided that the luggage complies with the following conditions:

- a) it observes the maximum dimensions, i.e. 140 x 43 x 30 cm, if the luggage is placed on the floor, and 60 x 43 x 50 cm, if the luggage is placed on the seat;
- b) it is properly packed so that its outer surfaces do not have sharp/cutting projections;
- c) it is fastened with the seat belt throughout the flight;
- d) it weighs no more than 50 kg.

Please note that the passenger will have to carry his/her own luggage aboard the aircraft, without using a luggage cart on board the aircraft, without damaging the interior of the aircraft and without disturbing the other passengers.

11.4.4 If a passenger reports to the boarding gate with cabin luggage not meeting the number, dimensions or weight specified in this Article, the passenger will have to pay an urgent luggage processing fee in accordance with the [Fees and Tariff Rules](#) Section on the Company's website. The luggage shall be processed as an emergency and shall be tagged with a Limited Release Tag and transported as hold luggage. Upon relocating the non-suitable cabin bag to the hold, the passenger is required to remove and take into the cabin of the aircraft all personal items of strict and urgent necessity (e.g. documents, money, medicines, fragile or valuable items, etc.), as well as the items prohibited in hold luggage (e.g. lighters, lithium-ion batteries, etc.).

11.4.5 In order to meet the travel conditions before boarding, each passenger is required to weigh the cabin luggage and to demonstrate that it fits completely (including the handles, wheels and any other possible protrusion) in the cabin bag sizers (devices for dimensional verification) available both at the check-in counter and at the boarding gate. The airport check-in/boarding staff is entitled to check the passengers' luggage to ensure that it strictly observes these Travel Conditions.

11.4.6 If the storage space in the cabin of the aircraft is exceeded, for reasons of flight safety, the air carrier may require that any cabin luggage be tagged and loaded free of charge into the hold

of the aircraft; it will be returned to the passenger at the destination indicated on the electronic ticket. Upon relocating the cabin space exceeding carry-on to the hold, the passenger is required to remove and take into the cabin of the aircraft all personal items of strict and urgent necessity (e.g. documents, money, medicines, fragile or valuable items, etc.), as well as the items prohibited as hold luggage (e.g. lighters, lithium-ion batteries, etc.).

11.4.7 Blue Air reserves the right to refuse carriage of any cabin luggage not meeting the conditions in Articles 11.4.1 and for which the passenger does not meet the conditions in Article 11.4.4. Blue Air reserves the right to refuse carriage of passengers not complying with these Travel Conditions with regard to cabin luggage and of passengers who do not accept to have the cabin luggage carried into the hold of the aircraft for flight safety reasons. Blue Air is not liable for any damage incurred by the passenger due to his/her refusal to comply with these conditions of carriage for cabin luggage.

## **11.5 ITEMS NOT ALLOWED IN THE LUGGAGE**

Passengers must not have in their luggage items that could endanger the safety of the flight, aircraft or passengers, the items listed in the International Civil Aviation Organisation's (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) regulations, the internal regulations of Blue Air, as well as items prohibited for transport under the laws, rules, orders in force of any state in/from which you travel, e.g.

- a) Radioactive materials
- b) Knives and firearms, lethal or non-lethal ammunition, other than for hunting or sports.

Exceptions to this rule are:

- a. Weapons and firearms and ammunition for hunting or sport shooting, which may be carried only as hold luggage in accordance with the Blue Air Travel Conditions. Firearms must be transported disassembled, in accordance with the laws on weapons and ammunition, and properly packaged, separated from their ammunition. Ammunition is carried according to the International Civil Aviation Organisation's (ICAO) Technical Instructions for the Safe Transport of



Dangerous Goods by Air and the International Air Transport Association (IATA) regulations Weapons and ammunition must be declared at check-in.

- b. Display weapons, swords, daggers and other similar items that can only be carried as hold luggage in accordance with the Blue Air Travel Conditions. They must be declared at check-in.
- c) Tools and other cutting/punching/blunt items carried only as hold luggage in accordance with the Blue Air Travel Conditions. These items must be declared at check-in.
- d) The following items are prohibited in the hold luggage: money, jewellery, precious metals, keys, photo/video cameras, laptops, personal electronic items, important documents, papers, passports or other identity documents, medicines or other items necessary immediately.

Failure to comply with these clauses exempts the air carrier from liability for any loss, damage or destruction of the said items that occurred during the handling or carriage.

## **11.6 PORTABLE ELECTRONIC DEVICES**

Portable Electronic Devices (PEDs) that contain lithium batteries, such as laptops, mobile phones, tablets, electronic cigarettes and/or any other electronic devices intended for smoking, watches or spare lithium batteries must be carried as cabin luggage in the passenger cabin, to allow the crew to react quickly in the event of an incident involving such a device.

PEDs will be transported in the passenger cabin whenever possible. In exceptional cases where PEDs cannot be transported in the passenger cabin due to their size, they must be transported in the hold luggage, provided that the passenger meets the following conditions:

- a) The portable electronic device must be completely switched off and effectively protected against accidental turn on. In order for the air carrier to ensure that the device is not powered during air transport, any application, alarm or preset configuration that can turn it on must be disabled;
- b) The battery of the portable electronic device must be removed so that it can be transported in accordance with the flight safety rules. Thus, a portable electronic device

with batteries that cannot be removed will not be accepted for flight, either as cabin luggage or as hold luggage;

- c) The portable electronic device must be protected against the risk of accidental damage by placing it in a suitable package or housing or by placing it in a rigid bag protected by adequate cushioning (e.g. clothing);
- d) Portable electronic devices must not be carried in the same luggage with other flammable materials (e.g. perfumes, aerosols, etc.);

For flight safety and security reasons, the air carrier may prohibit or restrict the use of electronic devices on board aircraft, e.g. mobile phones, laptops, tablets, mobile recorders, portable radios, CD players, game consoles or transmission/reception devices, including remote-controlled toys and any other such devices.

## **11.7 LIVE ANIMALS**

11.7.1 Blue Air allows the carriage on board of small pets (dogs and cats) which are at least 3 (three) months old, vaccinated, clean, odourless, weaned, not pregnant, in specialized cages of maximum dimensions 45 cm x 30 cm x 23 cm (length x width x height), with a total weight (pet + cage) of maximum 6 (six) kg. The cage for the animal must be provided by the passenger and comply with the size and weight conditions, as well as with the requirements of solidity, protection of the animal and persons and surrounding items, as it will be placed under the front seat throughout the flight. The maximum number allowed is 3 (three) such pets on a flight.

In this case, the transport is carried out for a fee per animal per flight leg, if the ticket/SSR is purchased on the Blue Air website, via the Call Center Service or for an increased fee per animal per flight leg if this service is purchased at the airport. For more details, please refer to the [Fees and Tariff Rules](#) Section.

Transportation of several animals sharing one cage is allowed, provided that they are very young (between 3 and 6 months), of the same species and the same age, and are ensured decent comfort (to be able to stand without tilting their heads and to lie down simultaneously without being forced to touch each other), within the permitted weight and dimensions.

If the pet cage does not meet the size and weight requirements set out above, it may be transported to the cargo hold, subject to availability and compliance with the conditions mentioned in article 11.7.2., and the passengers will be required to pay the difference between the fee for carrying pets in the cabin and the fee for carrying pets in the hold.

Passengers who intend to travel with their pets in the cabin are required to report to the check-in counter at the airport at least 90 (ninety) minutes before take-off, with the documentation mentioned in Article 11.7.3, in order to perform the formalities necessary for travelling with pets. The passengers must report to the check-in counter even if they have checked in online and they do not have hold luggage to be checked in/handed over.

Only one animal cage per passenger is allowed in the cabin. An additional animal, in a kennel with the above-mentioned dimensions, can be embarked in the cabin only if an additional seat is purchased, in accordance with Article 11.4.3.

Passengers travelling accompanied by their pets in the cabin will be allocated seats starting from the penultimate row, so as not to create any discomfort to other passengers. If there are several pets in the cabin, Blue Air reserves the right to position them at least 10 (ten) rows apart, to avoid noisy animal interaction.

11.7.2 Blue Air allows the carriage in the hold of the aircraft of pets, dogs or cats, in standard cages compliant with the IATA regulations, of no more than 120 cm x 80 cm x 80 cm (length x width x height), within the limit of 3 (three) such transports per flight.

In this case, the transport is carried out for a fee per animal per flight leg if the ticket/SSR is purchased on the Blue Air website or via the Call Center Service or for an increased fee per animal per flight leg if this service is purchased at the airport. For more details, please refer to the [Fees and Tariff Rules](#) Section on the Company's website.

There can be carried several animals sharing one cage, subject to the following conditions:

- a) no more than 3 (three) very young animals of the same species and the same age (aged between 3 and 6 months) and with a maximum individual weight of 8 (eight) kg;

- b) no more than 2 (two) adults, trained for cohabitation, of similar age and size and with a maximum individual weight of 14 (fourteen) kg;
- c) they must be ensured decent comfort (to be able to stand upright without tilting their heads and to be able to lie horizontally at the same time without being forced to touch each other).

If the carried animal and its cage exceed 32 kg, Blue Air will apply an additional fee and this fee can only be paid during check-in. For more details, please refer to the [Fees and Tariff Rules](#) Section on the Company's website.

The cages used to carry animals on board aircraft must comply with the requirements of the IATA Live Animal Regulations (LAR). Animal transport bags are not suitable for the carriage of animals in the hold. Thus, in general, the cage must:

- a) be large enough so that the animal can stand upright, turn in the cage and lie horizontally naturally;
- b) be robust, clean, closed, tight and protected against possible penetration of the claws of the transported animals;
- c) protect the person handling it against being scratched or bitten by the animal;
- d) prevent the deterioration of the animal's health condition;
- e) prevent any part of the animal from protruding from the cage;
- f) be adequately ventilated on at least 3 (three) sides;
- g) have containers for food and water to which the animal has access;
- h) be provided by the passenger;

Blue Air does not allow the carriage in the hold of the aircraft of pets on stopover / connecting flights. The transport of brachycephalic animals in the hold is not recommended.

Blue Air reserves the right to refuse the carriage of live animals if:

- a) the transport capacity of the aircraft is exceeded;
- b) the cage is not strong enough considering the mass and strength of the animal, it allows the leakage of substances outside, which can affect the animal or items and persons around;
- c) the animal is excessively jittery. In this case, we recommend consulting a veterinarian before the flight, for possible preventive medical measures, to ensure the calmness and health of the animal.

11.7.3 In order to travel with a pet in an EU Member State, live animals must meet the following conditions:

- a) they must have an identification microchip implanted under the skin;
- b) they must have a health card;
- c) they must have a valid rabies vaccine, according to the [legislation](#);
- d) they must hold a passport for animals, issued by a veterinarian.

11.7.4 On the flights to Great Britain and to/from Germany (Cologne), the transport of live animals is not accepted, neither in the passenger cabin nor in the cargo hold. The transport of live animals is permitted on flights from Great Britain with an exception for Luton (LTN) airport.

11.7.5 On flights from Ireland, the transport of live animals in the aircraft hold as registered luggage not accepted, however the transport of live animals in the cabin, as cabin luggage, is accepted under the conditions stipulated in art. 11.7.1 above, and in the hold of the aircraft (as cargo service). For more details, please visit the following [link](#).

11.7.6. If clients want to transport unaccompanied live animals, this can be done exclusively through the cargo service (for more details, please visit the following [link](#)).

## **11.8 HUMAN REMAINS**

The transport of human remains is allowed under the following conditions:

- a) If the human remains are to be carried in a coffin, this can be done exclusively through the cargo service (for more details, please visit the following [link](#))



- b) If the human remains are to be carried in an ash urn, this can be done either in the checked-in hold luggage, in compliance with Article 11.1.1., or in cabin luggage, in compliance with Article 11.4.1, or through the cargo service (for more details, please visit the following [link](#))

Ash urns must meet the following conditions for carriage: the packaging must ensure tightness and complete discretion throughout the journey and be made of a material that allows X-ray inspection (therefore, not lead or titanium).

The passenger carrying human remains in an ash urn must have all the documents required by the competent authorities at the points of departure, transit and destination.

Blue Air is not responsible for the conditions of acceptance of urns with human remains imposed by other companies operating any connecting flights.

## **11.9 WEAPONS AND AMMUNITION**

11.9.1 In order to carry a weapon, the passenger must comply with the weapons and ammunition regime provided by the relevant legislation and hold a firearms license. Weapons can only be carried as hold luggage. Firearms must be transported disassembled, in accordance with the laws on weapons and ammunition, and properly packaged, separated from their ammunition. Ammunition is carried in compliance with the International Civil Aviation Organisation's (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) regulations. Weapons and ammunition must be declared at check-in.

In accordance with IATA regulations, a passenger may not carry more than 5 (five) kg of ammunition/flight.

11.9.2. In order to carry a weapon, the passenger must pay a fee for transporting a weapon, payable online or during the check-in as a Special Service. For more details, please refer to the [Fees and Tariff Rules](#) Section on the Company's website.

## **CHAPTER XII. FLIGHT SCHEDULE, FLIGHT MODIFICATION, FLIGHT CANCELLATION**

### **12.1. FLIGHT SCHEDULE AND MODIFICATION**

12.1.1. The schedule for Blue Air flights is the one published in the booking system or on the Blue Air website. The flight schedule may change between the date of publication and the date of travel. Any changes in the Blue Air schedule will be displayed in the booking system and on the Blue Air website.

12.1.2. When making the reservation, passengers are made available the flight schedule in force on that date, which will be indicated on the Travel Ticket issued following the reservation and payment confirmation.

Blue Air shall make every commercially reasonable effort to inform the passenger about any changes in the flight schedule, by all means available to the air carrier (email/telephone/handling agent), which is why we recommend that the contact details provided at the time of making the reservation belong to the passenger.

If Blue Air does not have the contact details of the passengers (for reasons not attributable to the air carrier), Blue Air rejects any liability arising from any change in the flight schedule, including in cases where the information was transmitted to a third person/company.

12.1.3 If the air carrier is obliged, for various reasons, to change the flight schedule by more than 3 (three) hours from the original schedule, it shall offer passengers who have valid travel tickets on the flight whose schedule has been modified, the possibility to choose, up to 4 (four) hours before the modified take-off time, between:

- a) re-routing, under comparable transport conditions, to the final destination. Passengers will be able to choose the re-routing on another flight operated by Blue Air on the same route, with the new travel date either with a maximum of 14 days before the departure date of the modified flight or with a maximum of 30 days after the departure date of the modified flight, depending on the availability of seats; or

- b) reimbursement, within 7 (seven) days, of the full cost of the ticket at the purchase price, for the part or parts of the journey not performed.

In the case of paragraph b) above, passengers may choose to receive the reimbursement in the form of additional services provided by the air carrier, vouchers or uploading the Blue Air Wallet.

## **12.2. CANCELLATION OF FLIGHTS**

If the air carrier is compelled, for various reasons, to cancel a scheduled flight for which it sold travel tickets, it will act in accordance with the relevant international and European legislation, immediately offering the passengers in question the possibility to choose between:

- a) reimbursement, within 7 (seven) days, of the full cost of the ticket at the purchased price, for the part or parts of the journey not performed, or
- b) rerouting, under comparable transport conditions, to the final destination. Passengers will be able to choose re-routing on another flight operated by Blue Air on the same route with the new travel date either a maximum of 14 days before the departure date of the cancelled flight or a maximum of 30 days after the departure date of the cancelled flight, subject to availability of seats.

In the case of paragraph a) above, the passenger may choose to receive the reimbursement in the form of additional services offered by the air carrier, vouchers or uploading the Blue Air Wallet.

## **CHAPTER XIII. REIMBURSEMENT**

13.1. In accordance with the terms set forth in these Travel Conditions, all Blue Air Travel Tickets are non-refundable.

13.2. If Blue Air cannot meet its transport obligation, it will refund the fare paid or part of it in accordance with this article:

- a) a full refund of the amount entered on the Travel Ticket, if the flight was cancelled and no alternative flight under comparable transport conditions can be offered.



- b) if the flight on a leg of the route entered on the Travel Ticket is cancelled, the amount returned to the passenger will be equal to the difference between the fare paid for the entire route and the fare applicable for the non-travelled leg.

13.3. Refunds are made only to persons whose name is written on the Travel Ticket. In exceptional cases and subject to the submission of the Travel Ticket and the document certifying the payment, the refund can also be made to the persons who made the payment.

13.4. Reimbursement can be requested by contacting the [Customer Support Department](#), in writing, by filling in the form available on the Blue Air website.

13.5. The refund will be made in the currency that was used to pay for the Travel Ticket.

13.6. The refunds of Travel Tickets paid in full or in part by credit (either through Blue Air Wallet or through a voucher) shall be made through the same payment method and the passenger's Blue Air Wallet shall be credited with the respective amount.

13.7. If the passenger accepts another form of reimbursement or compensation (additional services provided by the Company/vouchers/reimbursement in Blue Air Wallet), this article applies to such reimbursement alternative.

13.8. In accordance with Blue Air refund procedures, any payment or refund will be made to the payment card used to make the reservation or to the bank account communicated by the passenger. Blue Air may require the passenger to provide proof that the bank account communicated for payment is held by the passenger.

#### **CHAPTER XIV. TRAVEL VOUCHER / REIMBURSEMENT IN BLUE AIR WALLET**

A travel voucher is a unique identifier, being an advance payment offered by Blue Air to the passenger to make future purchases of Blue Air services and/or products. Travel vouchers can be used through the Customer Support Department, through the Call Center Service or Blue Air's website.

Blue Air Wallet is the fastest and most innovative reimbursement solution, through which Blue Air offers customers the opportunity to receive reimbursement in the form of a credit charged to



its Blue Air account, which the latter can use by purchasing products and/or services (including promotional/reduced ones) directly from the Company's website. Blue Air shall issue the refund in the Blue Air Wallet in EUR, regardless of the currency in which the refunded reservation was made. The amount of credit charged to the Blue Air Wallet is available 24 (twenty-four) months and can be used once or several times until the balance is exhausted. The value of the credit charged to Blue Air Wallet is not nominal, therefore it can be used to purchase products and/or services for the repayment holder or third parties. If the amount of credit available in Blue Air Wallet is not sufficient to cover the purchase of desired products and services, the difference will be covered by payment by card, directly on the Company's website, in the last step of the purchase process.

When a passenger accepts an alternative form of reimbursement or compensation, he/she cannot reconsider this decision, even if he/she has used (or not) all or part of the credited amount.

More details about the Blue Air Wallet can be found by accessing the [page specifically dedicated](#) to this service.

## **CHAPTER XV. SECURITY ON BOARD THE AIRCRAFT**

### **15.1. CONDUCT ON BOARD THE AIRCRAFT**

An unruly passenger is a person who commits any of the following acts on board a civil aircraft, after the closing of the aircraft door, before take-off, until the opening of the aircraft door, after landing, and during the processing (check-in/boarding), regardless of when:

- a) aggression, intimidation or physical or verbal threats which may endanger the law and order on board the aircraft or the safety and security of persons or their property;
- b) assault, intimidation or physical or verbal threats against a crew member, if such an offence interferes with the exercise of the duties of the crew members;
- c) acts of physical violence against a person or sexual assault or molestation of a child;
- d) refusal to follow a legal instruction given by the aircraft commander or on behalf of the aircraft commander by a crew member, so as to ensure the safety of the aircraft or any person or property on board or to maintain order and discipline on board;

- e) intentional damage, destruction of property or damage to the aircraft, equipment, structure and related devices, which may endanger law and order on board the aircraft or the safety and security of persons or their property;
- f) intentional communication of false information, affecting the operations of the carrier or endangering the safety and security of the aircraft;
- g) refusal to follow a legal instruction given by the aircraft commander or on his behalf by a crew member, so as to ensure the safety and security of the aircraft or persons and property on board or to maintain order and discipline on board the aircraft;
- h) refusal to comply with legal instructions regarding the prohibition of smoking on board the aircraft;
- i) consumption of alcoholic beverages or of medicinal products leading to intoxication if such an act could endanger the safety of the aircraft or any person on board or if such an act endangers the order and discipline on board the aircraft;
- j) tampering with a smoke detector or any other safety device on board the aircraft;
- k) use of a portable electronic device when such use is prohibited.

The above list is not exhaustive, it may be extended at the discretion of the air carrier, to ensure the safety and security of aircraft, persons and/or their property.

In accordance with the Tokyo Convention, and in light of the above, the commander of the aircraft has the authority:

- a) to prohibit access to the aircraft of any person who is in an inadequate state, if this could endanger the safety of the aircraft or its occupants;
- b) to disembark any person or any part of the cargo it considers, from his/her point of view, a potential danger to the safety of the aircraft or its occupants, and the passenger in an inadequate state or behaving inappropriately has no right to reimbursement or compensation and he/she may be denied future travels;
- c) to decide to land at the nearest airport to disembark the unruly passenger.

If the inappropriate conduct of the unruly passenger leads to the commission of an act that contains the elements of a possible offence/crime, the air carrier will report both such inappropriate conduct and its consequences to the competent authorities in order to initiate a

possible investigation of the offence or crime for the acts committed by the unruly passenger on board the aircraft.

If the improper conduct of the passenger forces the air carrier to divert from the flight route of the aircraft to a new destination, other than the one previously established, in order to disembark the passenger in question, the latter will bear all costs incurred with such forced landing, including any penalties imposed on the air carrier by the competent authorities of the country in which it landed.

Passengers are not allowed to consume alcoholic beverages, other than those sold by crew members, on board the aircraft. The air carrier reserves the right to refuse to serve alcoholic beverages to any passenger who is in an inadequate state, in order not to endanger the safety and security of the flight.

## **CHAPTER XVI. ADMINISTRATIVE FORMALITIES**

### **16.1 GENERAL**

Passengers are responsible for obtaining, holding and presenting all documents and visas required by law, rules or instructions, to travel to/from certain countries.

The air carrier is not responsible for the consequences of the passengers' failure to obtain the documents or visas necessary for travel.

### **16.2 TRAVEL DOCUMENTS**

Before travel, passengers must present all documents necessary to travel, including, but not limited to, for border crossings, health documents, and any other documents required by laws, rules, orders or requirements of the countries involved. For security reasons, the air carrier reserves the right to request that copies of such documents are made and kept.

The air carrier reserves the right to refuse the carriage of passengers if they do not comply with the above requirements or if their travel documents do not comply with the laws, rules or travel instructions.

In the special case of passengers who check-in online and fill in erroneously or falsely the data requested for the journey, the air carrier reserves the right to refuse their carriage if they report to the boarding gate too late to complete/correct the data requested for the journey.

### **16.3. VISAS REQUIRED**

Given the international relationship involved in the transport of passengers, when booking an international flight, passengers are required to verify if they have all the rights to enter the territory of the country of destination. This can be done by visiting the websites of the Border Police of the destination state, or by asking at the embassy/consulate/representative of the state of citizenship in the state of destination.

For more information, the air carrier makes available the following websites: [Border Police](#), [Ministry of Foreign Affairs](#).

### **16.4 REFUSAL OF ENTRY INTO THE COUNTRY OF DESTINATION**

Passengers bear responsibility if the border authorities in the country of destination, to which they travelled by the air carrier, do not allow their access to the territory, also forcing Blue Air to return the passenger to the place of origin of the journey.

In such case of refused entry at the border, passengers will pay any fine imposed on the air carrier by the Government or by the Immigration Office concerned, in addition to the cost of transport from such country back to the country of origin or to another place indicated by the competent authority. Blue Air will not reimburse the cost of any flight passengers cannot perform due to the refusal of entry into the country of destination.

### **16.5 PASSENGERS BEAR RESPONSIBILITY FOR FINES, DETENTION COSTS**

If the air carrier is obliged to pay fines or penalties or to bear expenses as a result of the passengers' non-compliance with the laws, rules, orders or travel requirements of the countries involved or of the failure to present the necessary documents, the passengers will reimburse, on request, any payment or expense incurred by the carrier for their acts/deeds. In this regard, the air carrier may offset the value of these fines/penalties against the value of the unused legs travel tickets were purchased for or any other funds of the passengers in the possession of the carrier,



and if this is not enough, the air carrier reserves the right to seek remedies against such passengers to recover the entire outstanding amounts.

## **16.6 CHECKS AT THE AIRPORT**

After the check-in at the airport (if not performed online), passengers and their luggage must undergo a security check (anti-terrorism).

This check is followed by the Border Police check, and, if so requested by the customs staff or another governmental authority, passengers may be required to undergo a luggage check.

The air carrier cannot be held liable for any loss or damage suffered during or due to such checks.

## **16.7 EMERGENCY FLIGHT INTERRUPTION**

If the health of a passenger on board the aircraft worsens and the air carrier is forced to make an emergency landing at the nearest airport so that the passenger can receive the necessary medical care, the passenger will be responsible for all medical costs and all accommodation costs for the persons accompanying him/her as well as for future transport costs from the unplanned stopping point to the final destination.

The air carrier recommends that passengers take out valid medical and transport insurance for the journeys.

## **CHAPTER XVII. LIABILITY FOR DAMAGES**

### **17.1 General conditions of liability**

The liability of the air carrier is determined under the Blue Air Travel Conditions and limited by international and European legislation.

In this case, having regard to the fact that the liability of the air carrier is limited, Blue Air recommends passengers to take out travel insurance with an insurance company specialised in such cases, and if the passengers' luggage is delayed, lost or damaged, they may seek remedies against either the air carrier or the insurance company.



Except as provided by national and Community law, the air transport operated by Blue Air is subject to the rules and limitations of liability set forth by the Montreal Convention only for international transports governed by the Convention.

Except as provided by national and international law, the air transport operated by Blue Air is subject to the rules and limitations of liability set forth by Regulation (CE) No 261/2004 only for Community transports.

Any liability of the air carrier for damages will be reduced if passengers, due to any negligence, error or omission on their part, are conducive, cause or contribute to the damage.

The air carrier will only be liable for damages that occur during flights or on flight legs where the flight number with our code (BLA/0B) appear in the box reserved for carriers on the travel ticket for such a flight or flight leg.

### **17.2 Liability for cabin luggage**

In general, the passenger is responsible for any cabin luggage and any other personal items carried aboard the aircraft. The air carrier is liable for the loss or missing contents of the cabin luggage only if the damage was caused by its gross negligence.

The liability of the air carrier for the **loss or missing contents of the cabin luggage** will be limited, under the international and European legislation, to SDR 1,288 per passenger. The value of the compensation will be determined according to the damage evidenced by the passenger.

### **17.3 Liability for hold luggage**

The liability of the air carrier for the **delay, damage or loss of the hold luggage** will be limited, under the international and European legislation, to SDR 1,288 per passenger. The value of the compensation will be determined according to the damage evidenced by the passenger.

If the **hold luggage is damaged**, its wear and tear will be taken into account when calculating the compensation due to the passenger. Wear will be calculated as follows: in the first year of use, wear accounts for 20% of the purchase price, only based on the purchase document. Starting with the second year, 10% will be added to the value of the wear for each subsequent year of use.



The air carrier rejects any liability for luggage stained with certain substances (wine, oil, food or the like) or incurring minor damage (e.g. scratches, dents, torn seams caused by excess weight, and not only, loss/damage of items attached to the luggage that were not provided by the manufacturer, not impairing its normal (subsequent) use, such as cypher, keys, padlocks, name tags, straps, covers) that may result from the normal handling of luggage. In exceptional cases, the airline may issue a voucher when the checked-in luggage incurs minor damage caused by improper luggage handling.

If the passenger reports to the check-in counter with damaged luggage, it will be taken over and tagged with the Limited Release Tag, and the air carrier will bear no liability for the condition of the luggage.

If the passenger carries in the hold luggage any of the items listed in Article 11.5 (d), the air carrier is not liable for any damage caused to such items.

If the hold luggage contains spoiled perishable goods (food, drinks), the air carrier reserves the right to remove and discard such contents, and the passenger will receive no compensation.

The carrier is not liable for:

- a) any damage suffered by the hold luggage, to the extent that such damage occurred as a direct or indirect result of the improper quality of the luggage, of a material/shape defect or fault, or of overpacking it;
- b) any damage caused during the security check;
- c) superficial damage caused by wear and/or material and/or workmanship defects and/or improper characteristics of the checked-in luggage handed over for carriage, during its normal handling, such as loss/destruction of tightening/securing straps, supports, wheels, protruding handles, minor cuts and scratches, graining, loss/damage of items attached to luggage that were not provided by the manufacturer, not impairing the normal, subsequent use of the luggage (padlock, name tags, straps, covers, etc.)

The Travel Conditions cancel no liability exclusions or limitations provided by international, European regulations or internal laws in force unless expressly specified.



If the **hold luggage of the passenger is delayed**, the air carrier is liable for proven damages, only if it has not taken all necessary measures to avoid such damage or if it has been impossible to take such measures.

Blue Air will reimburse a passenger whose hold luggage is delayed for more than 24 (twenty-four) hours and who is not in his/her area of domicile any reasonable expenses incurred to cover basic needs/essential items (such as toiletries, underwear, a change of clothes if necessary and other essential items), purchased to replace the necessary items from the delayed hold luggage.

The value of the compensation is not predefined, as it is assessed based on the reasonable needs arising each day such passenger has no access to his/her luggage. As guidance, this compensation may be up to EUR 30 per day of delay of hold luggage, this amount being deemed as a reasonable limit of compensation. In order to be able to process the reimbursement request in such cases, the passenger will have to send the reimbursement request, together with the supporting documents attesting to the expenses incurred to cover his/her basic needs (receipts for the purchases). For the avoidance of any doubts, the maximum liability limit of the air carrier in these cases is SDR 1,288 per passenger, provided that supporting documents are submitted.

If the air carrier delays the delivery of hold luggage to the destination where the passenger is domiciled, the cost of the essential items will not be covered by the air carrier or the insurance company, as the passenger is considered to have access to the essential items.

If the passenger, intentionally or negligently, contributes to the occurrence of damages, the value of the compensation claims will be reduced by the amount related to his/her contribution.

For further details regarding luggage delay, damage or loss, please check [\(EC\) Regulation no. 889/2002](#).

#### **17.4 Liability in the event of accidents**

In accordance with Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/1997 of 9 October 1997 on air carrier liability in the event of accidents if an accident occurred during embarkation or



disembarkation, or on board the aircraft during the flight performed by the air carrier, leads to the death or injury of passengers, the liability of the air carrier is not financially limited.

For any damages up to SDR 128,821, the air carrier cannot challenge the compensation claim. In addition to this amount, the air carrier may defend itself against a compensation claim, proving that it and its agents have taken all necessary measures to avoid the damage or that it has been impossible for it or its agents to take such measures. If the air carrier proves that the damage was caused or favoured by the negligence of the injured or deceased passenger, the air carrier may be fully or partially exempted from liability.

The air carrier will make, without delay and within 15 (fifteen) days from establishing the identity of the natural person entitled to compensation, the advance payment to cover the immediate economic needs, in proportion to the damage incurred. In the case of death, this advance payment will not be less than SDR 16,000 per passenger.

Any advance payment will not be deemed as an admission of liability on the part of the air carrier, and it may be deducted from any amount subsequently paid under the liability of the air carrier, but it is not refundable unless it is proved that the damage was caused or favoured by the negligence of the injured or deceased passenger, or if the person who received the payment is not the person entitled to compensation.

## **CHAPTER XVIII. EXEMPTION FROM LIABILITY**

The air carrier draws the attention of passengers to the adverse consequences flying can have on certain categories of persons, especially on persons suffering from certain diseases, on disabled persons or persons with reduced mobility, on the elderly or pregnant passengers, as well as on pets carried aboard aircraft.

By accepting these Conditions of Travel, the passenger releases the air carrier from all liability regarding any adverse consequences the flight may have both on him/her and the pet transported on board the aircraft.

The passenger is fully liable for bearing all costs that may be caused by possible health, personal or pet problem, fully reimbursing the air carrier if it was forced to bear certain expenses as a result of the adverse consequences on the health of the passenger or pet.

## **CHAPTER XIX. PROCEDURE FOR RESOLVING COMPLAINTS/CLAIMS** **REGARDING LOST, DELAYED OR DAMAGED LUGGAGE**

For any luggage delay, loss or damage, the passenger is required to report in person to the Baggage Assistance Office, located in the area of the luggage carousel at the airport of arrival, for filling in a PIR (Property Irregularity Report), before leaving this area of the airport.

If the passenger whose luggage has been delayed, lost or damaged does not fill in a PIR before leaving the luggage carousel area at the airport of arrival, the air carrier will be relieved of all liability.

19.1. The pick-up of the luggage by the holder of the Identification Tag without filling in a PIR before leaving the area of the luggage carousel at the arrival airport is sufficient proof that the luggage was handed over by the carrier in good conditions and in accordance with the contract of carriage.

In accordance with Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/1997 on air carrier liability in the event of accidents, in the case of loss of or damage to a piece of checked-in luggage, the passenger is required to file a written complaint within 7 (seven) days from filling in the PIR and, if the luggage is delayed, the passenger is required to file a written complaint within 21 (twenty-one) days from filling in the PIR.

19.2. When reporting any type of damage to the Baggage Assistance Office, passengers are asked to request a copy of the PIR, filled in by the employee of the Baggage Assistance Office at the airport with the details provided by the passenger. The PIR is not an official complaint, as it is an internal company document used to identify luggage. The passenger is required to attach the PIR to the claim filed in accordance with the above article, together with any other supporting documents, in order for it to be considered valid.

19.3. The liability of the carrier for luggage ceases when it is placed on the luggage carousel at the airport of arrival.

The air carrier will not be held liable for hold luggage picked up by mistake by another passenger on the luggage carousel at the airport of arrival. In these cases, the passenger who picked up the luggage by mistake is directly liable, without any intermediation by the carrier, for all the costs borne by both passengers. The competent authority to solve these cases is the police at the airport of arrival.

19.4. If the passenger wishes to contact the representatives of the Blue Air Baggage Assistance Department to find out information on the status of his/her request, the passenger must contact the Baggage Assistance Department at the destination, within the first 5 (five) days, at the contact details on the PIR. Subsequently, if the luggage is not recovered within this time interval, the passenger must contact the Baggage Assistance Department via the [contact form](#) found on Blue Air's website.

19.5 If the passenger has travel insurance, Blue Air recommends that the passenger contact the insurance company in the case of luggage delay, loss or damage. If the passenger does not have travel insurance, he/she will contact the Baggage Assistance Department via the [contact form](#) found on Blue Air's website, attaching all the necessary documents to prove the existence of the damage caused by the air carrier (i.e. the PIR, supporting receipts and any other means of proof).

## **CHAPTER XX. PROCEDURE FOR RESOLVING COMPLAINTS/REQUESTS CONCERNING COMPENSATION/REMEDIES CLAIMS**

### **20.1 FILING OF COMPLAINTS AND TIME LIMIT FOR A REPLY**

If the passenger is dissatisfied with the Blue Air services, he/she can file a request/complaint with the air carrier by filling in the [contact form](#) found on Blue Air's website.

Any legally registered complaint/request, accompanied by all the necessary evidence requested by the air carrier, will be resolved within 60 (sixty) days from the date of filing. For the avoidance of any doubts, if the necessary documents/evidence are/is incomplete, the above-



mentioned time limit will start to run from the time of receipt by the air carrier of the complete documents necessary to resolve the complaint/request.

In the exceptional case of complaints/requests received by the Company from Italy (concerning flights departing or arriving from Italy), legally registered, with all the necessary evidence attached, the time limit for the resolution thereof is of 6 (six) weeks (42 days) from the date of receipt, in accordance with Article 2.4 of the Charter of Passenger Rights drafted by ENAC (“Ente Nazionale per l'Aviazione Civile”).

## **20.2. CLAIMS FOR COMPENSATION UNDER REGULATION (EC) NO 261/2004**

This article will apply to claims for compensation under Regulation (EC) No 261/2004.

Passengers claiming compensation under the above-mentioned Regulation must send the claim for compensation (accompanied by all documents/evidence necessary to resolve it: passenger's first and last name, PNR code, flight number, date and route) directly to Blue Air (using the method provided in Article 20.1) and allow the air carrier a period of 60 (sixty) days to respond to this request before engaging third parties to claim compensation on their behalf or before applying to other national institutions/authorities.

Blue Air will not process claims submitted by third parties if the passenger in question has not previously submitted a compensation claim directly to Blue Air, giving the air carrier the time limit provided in the above clause to respond.

A passenger may submit a claim for compensation to Blue Air on behalf of other passengers on the same reservation, but Blue Air reserves the right to request the passenger submitting the claim for compensation to provide evidence that he/she has the consent of the other passengers on the reservation to submit the claim for compensation on their behalf.

Blue Air will not process requests submitted by a third party unless the request is accompanied by appropriate documentation attesting to the authority of the third party to act on behalf of the passenger and the contact details of the passenger on whose behalf the request is made together with his/her bank details so that Blue Air can make the payment, if necessary, directly to the account of the passenger in question. Privately executed documents bearing a certified date



(Article 278 of the Civil Procedure Code) or certified documents (Article 270 of the Civil Procedure Code) are deemed by Blue Air as adequate documentation attesting to the authority of the third party to act on behalf of the passenger.

If the passenger assigns his/her right to receive compensation, as provided by Article 1566-1586 of the Civil Code, Blue Air will process the request sent by a third party (assignee) only if it is accompanied by all the documents/evidence necessary to resolve it: the passenger's full name, PNR code, flight number, date and route, as well as the assignment contract (certified copy).

Passengers expressly agree that the payment of any compensation will be made either to the card used to make the reservation or to the bank account communicated by the passenger in the request. Blue Air reserves the right to request the passenger concerned to provide proof of holding the communicated bank account.

This clause does not prevent passengers from consulting specialists in the field, legal advisers or any other third party before submitting the claim for compensation to the air carrier, but the fees of these specialists will be borne exclusively by the passenger.

### **20.3. THE OBLIGATION TO INFORM PASSENGERS AND THE COMPETENT AUTHORITY**

In accordance with art. 14 of (EC) Regulation no. 261/2004, Blue Air has the obligation to ensure that passengers are fully, correctly and accurately informed of their rights in the event of denied boarding, downgrading, cancellation or long delay of flights.

This information can be found both in these Travel Conditions and in the information leaflets found at Blue Air's counters at the airports it operates from. Blue Air offers passengers the opportunity to check the above-mentioned information leaflets by accessing the "Passenger Rights" Section on the Company's website.

If the passengers have a complaint regarding Blue Air's services, in accordance with art. 14 in conjunction with art. 16 of the (EC) Regulation no. 261/2004, they have at their disposal the possibility to address the competent national bodies in solving requests regarding denied

boarding, downgrading, cancellation or long delay of flights. Blue Air provides passengers with the following contact details of the competent bodies in the countries in which it operates:

COUNTRY	AUTORITY	CONTACT DETAILS
<b>ROMANIA</b>	AUTORITATEA NATIONALA PENTRU PROTECTIA CONSUMATORILOR (ANPC)	Adress: 72 Bulevardul Aviatorilor, District 1, Bucharest, Romania Telephone: 021.95.51 Fax: 021.314.34.62 Website: <a href="https://anpc.ro">www.https://anpc.ro</a>
<b>ITALY</b>	ENTE NAZIONALE PER L'AVIAZIONE CIVILE (ENAC)	Adress: 118, Viale Castro Pretorio - 00185 - Rome. Central 06 445961 Telephone: +39 06 445961 / 800 898121 Fax: +39 06 44596493 Website: <a href="http://www.enac.gov.it">www.enac.gov.it</a>
<b>SPAIN</b>	AGENCIA ESTATAL DE SEGURIDAD AEREA (AESA)	Adress: Avenida General Perón 40, Acceso B (Recepción planta 1ª), 28020 Madrid, España Telephone: 91-3968210 Website: <a href="http://www.seguridadaerea.gob.es">www.seguridadaerea.gob.es</a>
<b>GREAT BRITAIN</b>	CIVIL AVIATION AUTHORITY (CAA)	Adress: Aviation House, Beehive Ring Road, Crawley, West Sussex RH6 0YR Website: <a href="http://www.caa.co.uk">www.caa.co.uk</a>
<b>CYPRUS</b>	DEPARTMENT OF CIVIL AVIATION	Adress: 27 Pindarou Street, 1060 Nicosia, Cyprus Website: <a href="http://www.mew.gov.cy">http://www.mew.gov.cy</a>
<b>HELLENIC REPUBLIC</b>	HELLENIC CIVIL AVIATION AUTHORITY	Adress: Hellenikon HCAA Building Complex, End of 25th Str, 167 77, Hellenikon, Attica, Greece. Telephone: +30 210 9973162 Fax: +30 210 8947132 Website: <a href="http://www.ypa.gr">www.http://www.ypa.gr</a>
<b>BELGIUM</b>	BELGIAN CIVIL AVIATION	Adress: City Atrium (6th floor - locker PAX)

	AUTHORITY	- Rue du Progrès 56, B-1210 Brussels Telefon: + 32 2 277 44 00 E-mail: <a href="mailto:passenger.rights@mobilite.fgov.be">passenger.rights@mobilite.fgov.be</a> Website: <a href="http://www.mobilite.belgium.be">www.mobilite.belgium.be</a>
<b>IRELAND</b>	COMMISSION FOR AVIATION REGULATION	Address: 3rd Floor, 6 Earlsfort Terrace, Dublin 2, D02 W773, 3ú hUrlár, 6 Ardán Earlsfort, Baile Ath Cliath 2, D02 W773 Telephone: +3531-6611700 Website: <a href="http://www.aviationreg.ie">www.aviationreg.ie</a> ; <a href="http://www.flihtights.ie">www.flihtights.ie</a>

#### **20.4 LIMITATION PERIOD**

Under the relevant European Regulations, in the case of Community flights, any claim for compensation/remedies in accordance with the Travel Conditions must be submitted within the general limitation period provided in the country in which the request was filed. In this case, any legal action filed after the expiry of the period provided above is deemed as time-barred.

Under the Montreal Convention, in the case of international flights, any claim for compensation in accordance with the Travel Conditions must be filed within the general limitation period provided by the Montreal Convention, i.e. within 2 (two) years calculated from the date of arrival at the destination or from the date on which the aircraft should have arrived at the destination. In this case, any legal action filed after the expiry of the period provided above is deemed as time barred.

#### **CHAPTER XXI. ADDITIONAL SERVICES CONTRACTED WITH THE AID OF THE AIR CARRIER**

If the air carrier acts as an intermediary for passengers for additional services other than air transport (for example, without limitation, hotel reservations, car rental, parking reservation, taxi reservation, OB coach transfer reservation, shuttle reservation, tourist activities reservation, protocol and lounge), passengers will be required to observe the terms and conditions set by the third party. In these cases, the air carrier will not be liable to the passenger.

### **21.1 Blue Bistro Service**

The air carrier provides passengers, in exchange for a fee, catering services (consisting of food) and drinks, throughout the journey. Blue Bistro Service is available on the routes to/from Bucharest (OTP) subject to a specific request sent at least 24 (twenty-four) hours in advance. For more details regarding the available menus and their corresponding prices, please refer to the [Fees and Tariff Rules](#) Section on the Company's website.

### **21.2. Transport of deportees**

Blue Air offers the possibility to transport deported passengers on board aircraft. Thus, the 2 (two) categories of deported passengers accepted for carriage are as follows:

- DEPA - a person for whom a deportation order has been issued, who is accompanied by a special escort appointed by the authorities of the respective state;
- DEPU - a person for whom a deportation order has been issued, who is not accompanied by a special escort;

Blue Air will not accept to carry more than 10 (ten) deported passengers unaccompanied by a special escort (DEPU) and 2 (two) deported passengers accompanied by a special escort (DEPA) per flight.

The availability of the additional service and the related fare can be consulted by contacting the [Customer Support Department](#).

## **CHAPTER XXII. FINAL PROVISIONS**

### **22.1 INTERPRETATIONS**

The titles of each Article in these Travel Conditions are for guidance only and may not be used to interpret the text.

### **22.2 VALIDITY OF THE PROVISIONS**



If any of the provisions of the Blue Air Travel Conditions is or becomes inconsistent with the law, unenforceable or otherwise invalid, these Travel Conditions will be construed as if such provision had not been included and its illegality and invalidity will not affect any other provision of the Blue Air Travel Conditions.

### **22.3 CHANGES TO THE BLUE AIR TRAVEL CONDITIONS**

Blue Air reserves the right to change the Blue Air Travel Conditions, by notifying such changes by publishing on the Company's website in the "Travel Conditions" Section as well as by publishing a prior notice presenting these changes on the Company's website.

### **22.4 CHOICE OF LAW AND JURISDICTION**

These Travel Conditions are governed by Romanian law.

Any dispute between passengers and the air carrier in connection with or arising in any way from such carriage will be subject to the jurisdiction of the competent courts, in accordance with the relevant European Regulations.

### **22.5 AIR CARRIER INFORMATION**

Blue Air, as an air carrier, assumes the responsibility to inform the passengers, at the time of booking, about the identity of the air carrier operating the flight, regardless of how they purchase the ticket.

Passengers have the right to file a complaint or to claim reimbursements and compensations from the operating air carrier or the marketing air carrier. Passengers must always check the travel conditions of the operating air carrier.

Flights sold on [www.flyblueair.com](http://www.flyblueair.com) are operated by Blue Air Aviation S.A. or by the company identified as an air carrier in the ticket sales process.

The correspondence address of the air carrier Blue Air Aviation S.A. is 42-44 București – Ploiești Road, Băneasa Business & Technology Park, Building A, Wing A1, 3<sup>rd</sup> and 4<sup>th</sup> Floor, District 1, Bucharest, Romania.



## **22.6 MARKETING COMMUNICATIONS**

Blue Air offers passengers the possibility to receive marketing communications through a Newsletter, from Blue Air or Blue Air partners.

If passengers do not wish to receive such marketing communications from Blue Air or Blue Air partners, they are asked to notify the Airline of this matter, using the “unsubscribe” option included in each marketing communication.