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UNITED STATES DISTRICT COURT

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NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO

10

11 BRIDGET MAZZINI, PATRICIA J.  
PAWLAK, and JOESEPH ANDRIS on behalf  
12 of themselves and all others similarly situated,

13 Plaintiffs,

14 vs.

15 NORWEGIAN AIR SHUTTLE NAS,

16 Defendant.

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CASE NO.

CLASS ACTION COMPLAINT FOR  
BREACH OF CONTRACT

DEMAND FOR JURY TRIAL

**NATURE OF THE ACTION**

1  
2 1. This is a consumer class action asserting breach of contract claims. The action  
3 is brought by and on behalf of California residents who had confirmed reservations on airplane  
4 flights with defendant NORWEGIAN AIR SHUTTLE NAS (“Norwegian Air”).

5 2. Norwegian Air incorporated into its contracts with its passengers Regulation No.  
6 261/2004 of the European Parliament and European Council (“Regulation (EC) 261/2004” or  
7 “EC 261”); and contractually bound itself to provide care and compensation in accordance with  
8 EC 261 to passengers whose flights are delayed or cancelled.

9 3. As incorporated into Norwegian Air’s contracts, EC 261 requires Norwegian Air  
10 to pay not less than €600 to each passenger whose flight is cancelled, or is delayed by more  
11 than four hours; and to pay not less than €300 to each passenger whose flight is delayed by  
12 more than three, but less than four, hours. In addition, as incorporated into Norwegian Air’s  
13 contracts, EC 261 requires Norwegian Air to provide passengers with written notice of their  
14 rights to care and compensation at the time that a flight is cancelled or delayed.

15 4. Norwegian Air has breached its contractual obligations to a class of California  
16 residents with reservations on flights that were cancelled or delayed by failing to provide them  
17 with the required written notice of their rights; and by failing to pay them the EC 261  
18 compensation that it agreed to pay.

19 5. Norwegian Air also has breached its contractual obligations to a class of  
20 California residents who had reservations to fly in the “premium” section of Norwegian Air  
21 flights that were cancelled; and who Norwegian Air ultimately placed on alternate flights not  
22 providing premium service. Under the terms of Norwegian Air’s contacts, it was required to  
23 refund to such passengers all charges imposed for premium service. Norwegian Air has failed  
24 to do so.

25 **JURISDICTION VENUE AND INTRADISTRICT ASSIGNMENT**

26 6. This Court has jurisdiction pursuant to 28 U.S.C § 1332(a)(2). The matter in  
27 controversy exceeds the sum or value of \$75,000 for the class. The dispute is between the  
28

1 members of a class, each of whom is a citizen of a State, and defendant Norwegian Air, which  
2 is a citizen of a foreign state.

3 7. Venue is proper pursuant to 28 U.S.C. § 1391. Plaintiff and class representative  
4 Bridget Mazzini resides in this judicial district; as does plaintiff and class representative Joseph  
5 Andris. Defendants are conducting business in the judicial district, and a substantial part of the  
6 events or omissions giving rise to the claims at issue occurred in this judicial district.

7 8. Assignment to the San Francisco Division is proper pursuant to Civil Local  
8 Rules 3-2(c) and 3-2(d) because plaintiff and class representative Bridget Mazzini resides in  
9 Marin County; as does plaintiff and class representative Joseph Andris; and a substantial part of  
10 the events or omissions which give rise to the claims at issue occurred in San Francisco  
11 County, Marin County, and Alameda County.

12 **THE PARTIES**

13 9. Plaintiff Bridget Mazzini is, and at all relevant time was, a citizen of the State of  
14 California residing in Marin County, California. Plaintiff Mazzini had a confirmed reservation  
15 on a Norwegian Air flight from Oakland, California to Stockholm, Sweden; and the flight was  
16 delayed for more than three hours.

17 10. Plaintiff Patricia J. Pawlak is, and at all relevant time was, a citizen of the State  
18 of California residing in Los Angeles County, California. Plaintiff Pawlak had a confirmed  
19 reservation on a Norwegian Air flight from Stockholm, Sweden to Los Angeles, California; and  
20 the flight was delayed for more than three hours.

21 11. Plaintiff Joseph Andris is, and at all relevant time was, a citizen of the State of  
22 California residing in Marin County, California. Plaintiff Andris had a confirmed reservation  
23 on a Norwegian Air flight from Barcelona, Spain to Oakland, California; and the flight was  
24 cancelled.

25 12. Defendant Norwegian Air Shuttle NAS is a foreign corporation and is a citizen  
26 of a foreign state. Norwegian Air has its principal place of business in Fornebu, Norway.  
27 Plaintiffs are informed and believe, and based thereon allege that, Norwegian Air is  
28 incorporated in Norway. Norwegian Air is registered to do business in the State of California.

1 At all relevant times, Norwegian Air has actively solicited and transacted business in the State  
2 of California and in this judicial district.

3 **NORWEGIAN AIR’S BUSINESS IN CALIFORNIA**

4 13. Norwegian Air has been registered to do business in California since 2013. At  
5 all relevant times Norwegian has been doing business in California: selling tickets for air travel  
6 to California residents; and flying passengers back and forth between California and Europe.

7 14. Norwegian Air operates flights departing from and arriving at the Oakland  
8 International Airport and the Los Angeles International Airport (collectively the “California  
9 Airports”).

10 15. Norwegian Air flights arrive in California after departing from the following  
11 locations in Europe (collectively the “European Airports”): Barcelona, Spain;  
12 Copenhagen, Denmark; Gatwick Airport in London, United Kingdom; Oslo-  
13 Gardermoen Airport, Norway; Charles De Gaulle Airport in Paris, France; Fiumicino Airport in  
14 Rome, Italy; and Stockholm-Arlanda Airport, Sweden. Similarly, Norwegian Air flights  
15 departing from the California Airports fly to the European Airports.

16 16. Each passenger flying out of California on a Norwegian Air flight was  
17 scheduled to land at one of the European Airports. This Complaint does not distinguish  
18 between passengers who flew (or were scheduled to fly) to one of the European Airports as a  
19 final destination and those who flew (or were scheduled to fly) to one of the European Airports  
20 before continuing on to some other location. Likewise, this Complaint does not distinguish  
21 between passengers who flew (or were scheduled to fly) directly from one of the European  
22 Airports to California and those who began their journeys elsewhere but flew (or were  
23 scheduled to fly) to one of the European Airports enroute to California. All Norwegian Air  
24 passengers flying (or scheduled to fly) from California to one of the European Airports, or from  
25 one of the European Airports to California, at any time between March 14, 2015 and the date  
26 that a class is certified in this action are referred to herein as “California Passengers.”

27 17. At the time that each California Passenger purchased a ticket on a Norwegian  
28 Air flight, or a ticket was purchased on the passenger’s behalf, Norwegian Air obtained the

1 passenger's name. Norwegian Air also obtained at least the following additional information  
2 for each California Passenger and/or the person purchasing a ticket on the passenger's behalf:  
3 an email address and a telephone number including a California area code.

4 **NORWEGIAN AIR'S CONTRACTS INCORPORATE EC 261**

5 18. With respect to each of the California Passengers Norwegian Air entered into a  
6 binding and enforceable contact. Norwegian Air confirmed its promises and obligations to each  
7 of the California Passengers in one or more of the following contractual documents or in  
8 combinations thereof: the General Conditions of Carriage; the Terms and Conditions; and the  
9 Customer Service Plan.

10 19. Norwegian Air unilaterally drafted all versions of the General Conditions of  
11 Carriage, the Terms and Conditions, and the Customer Service Plan in effect during the  
12 relevant time period. The California Passengers had no ability or opportunity to change the  
13 terms of any of these documents.

14 20. Since at least March of 2015, Norwegian Air has maintained a Customer Service  
15 Plan applicable to "flights to, from and within the United States."

16 21. A Copy of the Norwegian Air Terms and Conditions in effect in March of 2015  
17 is attached hereto as Exhibit A. The Customer Service Plan is set forth within the Terms and  
18 Conditions as Section 29; and in part states,

19 **Assistance in the event of a cancellation or delay**

20 Whilst we will always strive to ensure that all of our flights depart  
21 according to schedule, unfortunately due to the nature of the aviation  
22 industry, it is inevitable that delays may occur from time to time. In the  
23 event of a cancellation or delay, we will do our utmost to rebook  
24 passengers on the next available flight to their destination with  
25 Norwegian, and provide other accommodations to mitigate passenger  
26 inconveniences in accordance with Regulation (EC) 261/2004. Any  
27 compensation or associated costs incurred will be reimbursed in  
28 accordance with Regulation (EC) 261/2004.

25 22. At all relevant times Norwegian Air has posted the Customer Service Plan on its  
26 website as a section of the Terms and Conditions and/or as a stand-alone document. At all  
27 relevant times the Customer Service Plan has indicated that "in the event of cancellation or  
28 delay" care and compensation will be provided "in accordance with" or "in line with" EC 261.

1           23. Further confirmation of Norwegian Air’s incorporation of EC 261 into its  
2 contracts with the California Passengers is provided by Sections 24 and 25 of the Terms and  
3 Conditions.

4           24. Section 24 of the Norwegian Air Terms and Conditions in effect in March of  
5 2015 states in part, “If your flight is delayed, you will be entitled to assistance in accordance  
6 with EU Regulation 261/2004.” As posted on Norwegian Air’s website, it provided a hyperlink  
7 to EC 261.

8           25. Section 25 of the Norwegian Air Terms and Conditions in effect in March of  
9 2015 states in part, “If your flight is cancelled, you will be entitled to assistance in accordance  
10 with EU Regulation 261/2004.” As posted on Norwegian Air’s website, it provided a hyperlink  
11 to EC 261.

12           26. From at least March of 2015 through at least April of 2016, Sections 24 and 25  
13 of the Terms and Conditions indicated that passengers on delayed or cancelled flights would be  
14 entitled to care and compensation “in accordance with EU Regulation 261/2004.” Throughout  
15 this period Norwegian Air posted the Terms and Conditions on its website.

16           27. Plaintiffs are informed and believe and based thereon allege that (a) Norwegian  
17 Air ceased posting the Terms and Conditions on its website at some point after April of 2016;  
18 but (b) at all relevant times Norwegian Air has continued to include on its website  
19 representations that passengers on delayed or cancelled flights will be entitled to care and  
20 compensation “in accordance with” or “in line with” EC 261.

21           28. Section 1 of the Norwegian Air Terms and Conditions in effect from at least  
22 March of 2015 through at least April of 2016 stated, “All passengers travelling on flights  
23 operated by Norwegian accept the airline’s Terms and Conditions and General Conditions of  
24 Carriage for the duration of their journey.”

25           29. A Copy of the Norwegian Air General Conditions of Carriage currently in  
26 effect is attached hereto as Exhibit B.

27           30. In Section 2.1.1 of the General Conditions of Carriage, Norwegian Air states  
28 that the “General Conditions of Carriage are our conditions of carriage to which reference is

1 made on our Tickets, electronic booking documentation or Website”; and that they are  
2 applicable to all passengers. This provision has been included in Norwegian Air’s General  
3 Conditions of Carriage since at least October of 2015; and this provision has not been revised  
4 since October of 2015.

5 31. Like the Terms and Conditions and the Customer Service Plan, the General  
6 Conditions of Carriage incorporate EC 261.

7 32. Section 11.2.2 of the General Conditions of Carriage states, “If at any time after  
8 the Booking has been made, we cancel, re-route or delay your flight, we will provide assistance  
9 in accordance with Regulation (EC) 261/2004. For flights to or from the United States, we will  
10 also provide assistance in accordance with our Customer Service Plan where applicable.” This  
11 provision has been included in Norwegian Air’s General Conditions of Carriage since at least  
12 October of 2015; and Norwegian Air has not made any substantive revisions to this provision  
13 since October of 2015.

14 33. At all relevant times Norwegian has posted on its website the General  
15 Conditions of Carriage and a link to EC 261.

16 **OTHER PROVISIONS IN NORWEGIAN AIR’S CONTRACTS**

17 34. The Customer Service Plan set forth within the Norwegian Air Terms and  
18 Conditions in effect in March of 2015 in part states, “Fees charged for optional services that  
19 were unavailable or not provided due to an over sale situation or flight cancellation will be  
20 refunded to the passenger.”

21 35. At all relevant times this provision or a substantively identical provision has  
22 been included in Norwegian Air’s Customer Service Plan.

23 36. At all relevant times Norwegian Air has been contractually obligated to refund  
24 any charges imposed for optional services that were not provided as a result of the cancellation  
25 of a flight.

26 **REGULATION (EC) 261/2004**

27 37. A copy of Regulation (EC) 261/2004 is attached hereto as Exhibit C.

28 38. EC 261 Article 5.1(c) in part requires that,

1 In case of cancellation of a flight, the passengers  
2 concerned shall ... have the right to compensation by the  
operating air carrier in accordance with Article 7, unless:  
3 (i) they are informed of the cancellation at least two  
weeks before the scheduled time of departure; or  
4 (ii) they are informed of the cancellation between two  
weeks and seven days before the scheduled time of  
5 departure and are offered re-routing, allowing them to  
depart no more than two hours before the scheduled  
6 time of departure and to reach their final destination  
less than four hours after the scheduled time of arrival;  
7 or  
8 (iii) they are informed of the cancellation less than seven  
days before the scheduled time of departure and are  
9 offered re-routing, allowing them to depart no more  
than one hour before the scheduled time of departure  
10 and to reach their final destination less than two hours  
after the scheduled time of arrival.

11 39. EC 261 Article 5 further provides,

12  
13 2. When passengers are informed of the cancellation, an  
explanation shall be given concerning possible alternative transport.

14  
15 3. An operating air carrier shall not be obliged to pay  
compensation in accordance with Article 7, if it can prove that  
16 the cancellation is caused by extraordinary circumstances  
which could not have been avoided even if all reasonable  
17 measures had been taken.

18  
19 4. The burden of proof concerning the questions as to  
whether and when the passenger has been informed of the  
cancellation of the flight shall rest with the operating air carrier.

20 40. EC 261 Article 7 in turn provides,

21 1. Where reference is made to this Article, passengers shall  
22 receive compensation amounting to:  
23 (a) EUR 250 for all flights of 1 500 kilometres or less;  
24 (b) EUR 400 for all intra-Community flights of more than  
1 500 kilometres, and for all other flights between 1 500  
25 and 3 500 kilometres;  
(c) EUR 600 for all flights not falling under (a) or (b).  
26 In determining the distance, the basis shall be the last destination  
at which the denial of boarding or cancellation will delay  
27 the passenger's arrival after the scheduled time.

28 2. When passengers are offered re-routing to their final  
destination on an alternative flight pursuant to Article 8, the



1 arrival time of which does not exceed the scheduled arrival  
time of the flight originally booked  
2 (a) by two hours, in respect of all flights of 1 500 kilometres  
or less; or  
3 (b) by three hours, in respect of all intra-Community flights of  
more than 1 500 kilometres and for all other flights  
4 between 1 500 and 3 500 kilometres; or  
5 (c) by four hours, in respect of all flights not falling under (a)  
or (b),  
6 the operating air carrier may reduce the compensation  
provided for in paragraph 1 by 50 %.

7  
8 3. The compensation referred to in paragraph 1 shall be  
paid in cash, by electronic bank transfer, bank orders or bank  
9 cheques or, with the signed agreement of the passenger, in  
travel vouchers and/or other services.

10 4. The distances given in paragraphs 1 and 2 shall be  
11 measured by the great circle route method.

12 41. The distance from each the California Airports to each of the European Airports  
13 exceeds 3,500 Kilometers.

14 42. Pursuant to Regulation (EC) No 261/2004, as incorporated into Norwegian Air's  
15 contracts, the right that passengers have to compensation under Article 7 is separate from any  
16 other right to assert claims for damages. (EC 261 Article 12.1 provides, "This Regulation shall  
17 apply without prejudice to a passenger's rights to further compensation. The compensation  
18 granted under this Regulation may be deducted from such compensation.")

19 43. Pursuant to the holdings of the European Court of Justice, passengers on delayed  
20 flights, as well as passengers on cancelled flights, have a right to compensation under EC 261  
21 Article 7.

22 44. The holdings of the European Court of Justice discussed below were issued prior  
23 to the time that Norwegian Air began entering into contracts with or regarding California  
24 Passengers; and have been in effect at all relevant times.

25 45. The European Court of Justice addressed EC 261 in the joined cases of *Sturgeon*  
26 *v Condor Flugdienst GmbH* and *Bock v Air France* (Case Nos. C-402/07 and C-432/07,  
27 Judgment of November 19, 2009) (collectively "*Sturgeon*"). It held, "Regulation No 261/2004  
28 must be interpreted as meaning that passengers whose flights are delayed may be treated, for

1 the purposes of the application of the right to compensation, as passengers whose flights are  
2 cancelled.” *Sturgeon* at ¶69. The European Court of Justice concluded that such passengers  
3 “may thus rely on the right to compensation laid down in Article 7 of the regulation where they  
4 suffer, on account of a flight delay, a loss of time equal to or in excess of three hours, that is,  
5 where they reach their final destination three hours or more after the arrival time originally  
6 scheduled.” *Id.*

7 46. This conclusion was confirmed by the European Court of Justice in the joined  
8 cases of *Nelson v Deutsche Lufthansa AG* and *TUI Travel plc et al v Civil Aviation Authority*  
9 (Case Nos. C-581/10 and C-629/10I, Judgment of October 23, 2012 (collectively “*Nelson*”).  
10 *Nelson* holds, “passengers whose flights are delayed by three hours or more cannot be treated  
11 differently from those receiving compensation ... whose flights are cancelled.” *Nelson* at ¶¶37-  
12 38. *Nelson* further states, “A loss of time is suffered identically by all passengers whose flights  
13 are delayed and, consequently, it is possible to redress that loss by means of a standardised  
14 measure, without having to carry out any assessment of the individual situation of each  
15 passenger concerned.” *Id.* at ¶52

16 47. Under *Nelson* and *Sturgeon*, “air carriers are not obliged to pay compensation if  
17 they can prove that the cancellation or long delay is caused by extraordinary circumstances  
18 which could not have been avoided even if all reasonable measures had been taken, namely  
19 circumstances which are beyond the air carrier’s actual control.” *Nelson* at ¶39.

20 48. But “a technical problem in an aircraft which leads to the cancellation or delay  
21 of a flight is not covered by the concept of ‘extraordinary circumstances’ within the meaning of  
22 [EC 261, Article 5.3], unless that problem stems from events which, by their nature or origin,  
23 are not inherent in the normal exercise of the activity of the air carrier concerned and are  
24 beyond its actual control.” *Sturgeon* at ¶72.

25 49. Under EC 261 as incorporated into Norwegian Air’s contracts with the  
26 California Passengers, Norwegian Air was not only obligated to pay compensation to  
27 passengers on cancelled or delayed flights, it was also obligated to notify them of their rights –  
28

1 and to provide such notice in writing at the time a Norwegian Air flight was cancelled or  
2 delayed.

3 50. Article 14.2 of EC 261 states, “An operating air carrier denying boarding or  
4 cancelling a flight shall provide each passenger affected with a written notice setting out the  
5 rules for compensation and assistance in line with this Regulation.” It further states that an  
6 operating air carrier “shall also provide each passenger affected by a delay of at least two hours  
7 with an equivalent notice.” Any written notice prepared and provided as required by Article  
8 14.2 of EC 261 is referred to herein as an “Article 14 Notice.”

9 51. Per Article 14.1 of EC 261, an Article 14 Notice should include “text stating  
10 [passengers’] rights, particularly with regard to compensation and assistance.”

11 **ADDITIONAL FACTS REGARDING THE NAMED PLAINTIFFS**

12 52. Plaintiff Bridget Mazzini purchased a ticket for a Norwegian Air flight from  
13 Oakland, California to Stockholm, Sweden.

14 53. Plaintiff Mazzini had a confirmed reservation on Norwegian Air Flight DY  
15 7068. Flight DY 7068 was scheduled to depart from Oakland on July 17, 2017 at 5:15 p.m.;  
16 and was scheduled to arrive in Stockholm on July 18, 2017 at 12:20 p.m. Plaintiff Mazzini  
17 timely presented herself for check in on Flight DY 7068.

18 54. On the day that Flight DY 7068 was scheduled to depart, Norwegian Air  
19 announced that the Flight would be delayed. Flight DY 7068 did not depart from Oakland until  
20 approximately 10:00 p.m. on July 17, 2017. Flight DY 7068 did not arrive in Stockholm until  
21 approximately 5:00 p.m. on July 18, 2017. The actual arrival time exceeded the scheduled  
22 arrival time for Flight DY 7068 by approximately four hours and 20 minutes. In sum, with  
23 respect to Flight DY 7068, there was a delay in excess of three hours. This delay was not the  
24 result of extraordinary circumstances

25 55. At no point during or after the delay of Flight DY 7068 did Norwegian Air  
26 email an Article 14 Notice to Plaintiff Mazzini or otherwise provide her with a written notice  
27 setting out the rules for compensation and assistance in line with EC 261.

28

1           56. Norwegian Air has never paid any compensation for the delay of Flight DY  
2 7068 to Plaintiff Mazzini.

3           57. Plaintiff Patricia J. Pawlak purchased a ticket for a Norwegian Air flight from  
4 Stockholm, Sweden to Los Angeles, California.

5           58. Plaintiff Pawlak had a confirmed reservation on Norwegian Air Flight DY  
6 7087. Flight DY 7087 was scheduled to depart from Stockholm on January 5, 2018 at  
7 2:00 p.m.; and was scheduled to arrive in Los Angeles on January 5, 2018 at 4:00 p.m.  
8 Plaintiff Pawlak timely presented herself for check in on Flight DY 7087.

9           59. On the day that Flight DY 7087 was scheduled to depart, Norwegian Air  
10 announced that the Flight would be delayed. The departure of Flight DY 7087 was delayed;  
11 and the actual arrival time exceeded the scheduled arrival time for Flight DY 7087 by at least  
12 three hours and 40 minutes. In sum, with respect to Flight DY 7087, there was a delay in  
13 excess of three hours. This delay was not the result of extraordinary circumstances.

14           60. At no point during or after the delay of Flight DY 7087 did Norwegian Air  
15 email an Article 14 Notice to Plaintiff Pawlak or otherwise provide her with a written notice  
16 setting out the rules for compensation and assistance in line with EC 261.

17           61. On January 10, 2018 Plaintiff Pawlak sent an email to Norwegian Air  
18 complaining about Flight DY 7087 and addressing, among other things, the fact that the flight  
19 from Stockholm to Los Angeles had been delayed.

20           62. Norwegian Air responded to Plaintiff Pawlak's email on January 10, 2018.  
21 Norwegian Air acknowledged that Flight DY 7087, traveling from Stockholm to Los Angeles  
22 on January 5, 2018, was delayed by three hours and 43 minutes. But Norwegian Air did not  
23 offer to pay any compensation for this delay.

24           63. Norwegian Air has never paid any compensation for the delay of Flight DY  
25 7068 to Plaintiff Pawlak.

26           64. Plaintiff Joseph Andris purchased two tickets, one for himself and one for his  
27 wife, for a Norwegian Air flight from Barcelona, Spain to Oakland, California. They paid an  
28 extra charge for "premium" service – including seating in the "premium cabin."

1           65. Plaintiff Andris and his wife had confirmed reservations on Norwegian Air  
2 Flight DY 7075, scheduled to fly from Barcelona to Oakland on November 5, 2017. They  
3 timely presented themselves for check in on Flight DY 7075

4           66. On the day that Flight DY 7075 was scheduled to depart, Norwegian Air  
5 cancelled the Flight. As a result of this cancellation, passengers with reservations on Flight DY  
6 7075 experienced a delay of approximately 24 hours in getting from Barcelona to Oakland.

7           67. After cancelling Flight DY 7075, Norwegian Air temporarily pulled the plane  
8 that had been scheduled to make the flight out of service.

9           68. Norwegian Air ultimately placed the passengers with reservations on Flight DY  
10 7075 on another airplane, one that Norwegian Air chartered from a different airline. This new  
11 plane did not have a premium cabin. Plaintiff Andris and his wife did not receive the premium  
12 service for which they had been charged.

13           69. On November 11, 2018 Plaintiff Andris's wife Vida Chen sent an email to  
14 Norwegian Air complaining about the cancellation of Flight DY 7075. Ms. Chen claimed, in  
15 part, that Norwegian Air should refund the difference between the total sum that had been paid  
16 for two premium seats on Flight DY 7075 (\$1,034.96) and what the charge would have been  
17 for two economy seats on that flight (\$686.64).

18           70. Plaintiff Andris and his wife thus asked Norwegian Air to refund the \$348.32  
19 they paid for premium service that Norwegian Air did not provide. Norwegian Air has refused  
20 to pay this refund.

21                                   **CLASS ALLEGATIONS; THE EC 261 CLASS**

22           71. Plaintiffs bring this action as a class action pursuant to the Federal Rules of Civil  
23 Procedure, Rule 23(a) and Rule 23(b)(3).

24           72. Plaintiffs Mazzini and Pawlak seek to represent a class (the "EC 261 Class")  
25 that consists of all passengers flying (or scheduled to fly) on Norwegian Air flights from  
26 California to the European Airports, or from the European Airports to California, at any time  
27 between March 14, 2015 and the date that a class is certified in this action; where,

28           a. The passenger had a confirmed reservation on a Norwegian Air flight;

1           b.       The passenger or the person purchasing the ticket for the passenger  
2 resided in California at the time the ticket was purchased;

3           c.       The flight was cancelled or delayed for at least three hours, for a reason  
4 other than extraordinary circumstances;

5           d.       The passenger was informed of the delay or cancellation less than seven  
6 days before the scheduled time of departure and was not offered rerouting, allowing them to  
7 depart no more than one hour before the scheduled time of departure and to reach their final  
8 destination less than two hours after the scheduled time of arrival; and

9           e.       Norwegian Air has not paid the passenger compensation in accordance  
10 with Regulation (EC) 261/2004, as incorporated into Norwegian Air’s contracts, or has failed  
11 to pay the passenger all amounts due.

12           73.     Specifically excluded from the EC 261 Class are the officers, directors,  
13 employees, and agents of Norwegian Air; any attorney representing Norwegian Air or plaintiffs  
14 in this action; and any judge or other judicial officer presiding over this action, as well as the  
15 staff and immediate family of any such judge or judicial officer. Passengers also will be  
16 excluded from the EC 261 Class if neither the passenger nor the person purchasing the ticket  
17 for the passenger provided any indicia of California residency to Norwegian Air at the time the  
18 ticket was purchased.

19           74.     Plaintiffs Mazzini and Pawlak and all members of the EC 261 Class (“EC 261  
20 Class Members”) are similarly situated.

21           75.     Norwegian Air, pursuant to the terms its own contracts, and pursuant to  
22 Regulation (EC) 261/2004 as incorporated into those contracts, was obligated to provide an  
23 Article 14 Notice to each EC 261 Class Member at the time that his or her flight was cancelled  
24 or delayed. Norwegian Air has a common practice of not emailing Article 14 Notices to  
25 passengers on delayed or cancelled flights. Norwegian Air has a common practice of not  
26 otherwise providing Article 14 Notices to passengers at the time that their flights are delayed or  
27 cancelled. With respect to each EC 261 Class Member, Norwegian Air failed to provide an  
28 Article 14 Notice.

1           76. Norwegian Air, pursuant to the terms of its contracts, and pursuant to EC 261 as  
2 incorporated into those contracts, was obligated to pay each EC 261 Class Member  
3 compensation for delayed or cancelled flights. With respect to each EC 261 Class Member,  
4 Norwegian Air failed to make these payments.

5           77. Certification of the EC 261 Class is proper under Federal Rule of Civil  
6 Procedure 23(a) because, as more fully stated below, the class is so numerous that joinder of all  
7 members is impracticable; the claims of the representative plaintiffs are typical of the claims of  
8 the class; the representative plaintiffs will fairly and adequately protect the interests of the  
9 class; and there are questions of law or fact common to the class. In addition, certification of  
10 the EC 261 Class is proper under Federal Rule of Civil Procedure Rule 23(b)(3) because, as  
11 more fully stated below, questions of law or fact common to all members of the class  
12 predominate over any questions affecting only individual members of the class; and a class  
13 action is superior to other available methods for fairly and efficiently adjudicating the claims at  
14 issue.

15           78. *Numerosity.* The members of the EC 261 Class are so numerous that joinder of  
16 all EC 261 Class Members is impracticable. While the exact number of EC 261 Class  
17 Members is unknown to plaintiffs at this time, the number and identities of members of the  
18 class can easily be determined from the records of Norwegian Air. Plaintiffs are informed and  
19 believe and based thereon allege that there are many hundreds of persons in the EC 261 Class.

20           79. *Typicality.* The proposed representatives of the EC 261 Class are members of  
21 the class and their claims are typical of the claims of the EC 261 Class Members. The  
22 proposed representatives of the EC 261 Class and unnamed members of the class have all been  
23 similarly affected by Norwegian Air's breach of contract; by its failure to provide Article 14  
24 Notices; and by its failure to provide EC 261 compensation for cancelled and delayed flights.

25           80. *Adequacy.* Plaintiffs Mazzini and Pawlak are ready and able to fairly and  
26 adequately protect the interests of the EC 261 Class Members. Plaintiffs have retained counsel  
27 who have the skill and experience to effectively prosecute this action on behalf of the class.  
28

1           81.     *Common Questions.* Common questions of law and fact exist as to all EC 261  
2 Class Members. These common questions include, but are not limited to, the following.

3           a.     Whether Norwegian Air incorporated Regulation (EC) 261/2004 into its  
4 contracts with the members of the EC 261 Class.

5           b.     Whether Regulation (EC) 261/2004, as incorporated into Norwegian  
6 Air’s contracts, must be interpreted as meaning that passengers whose flights are cancelled are  
7 entitled to compensation under Article 7 of EC 261.

8           c.     Whether Norwegian Air voluntarily undertook to, or otherwise  
9 contractually obligated itself to, provide such compensation to EC 261 Class Members whose  
10 flights are cancelled.

11           d.     Whether Regulation (EC) 261/2004, as incorporated into Norwegian  
12 Air’s contracts, must be interpreted as meaning that passengers whose flights are delayed for  
13 more than three hours are entitled to compensation under Article 7 of EC 261.

14           e.     Whether Norwegian Air voluntarily undertook to, or otherwise  
15 contractually obligated itself to, provide such compensation to EC 261 Class Members whose  
16 flights are delayed for more than three hours.

17           f.     Whether Regulation (EC) 261/2004, as incorporated into Norwegian  
18 Air’s contracts, must be interpreted as requiring Norwegian Air to provide to each passenger at  
19 the time his or her flight is cancelled or delayed a written notice explaining the passenger’s  
20 rights and setting out the rules for the care and compensation due under EC 261.

21           g.     Whether Norwegian Air voluntarily undertook to, or otherwise contractually  
22 obligated itself, to provide Article 14 Notices to the EC 261 Class Members.

23           82.     *Predominance.* These common questions predominate over any questions that  
24 affect only individual members of the EC 261 Class. This is so, in part, because as  
25 incorporated into Norwegian Air’s contracts, Regulation (EC) 261/2004 “seeks to redress  
26 damage in an immediate and standardized manner.” *Sturgeon* at ¶51. Further, Article 7 of EC  
27 261, as incorporated into Norwegian Air’s contracts, “enables a loss of time suffered by  
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1 passengers to be redressed without their having to prove that they have sustained individual  
2 damage.” *Nelson* at ¶74.

3 83. *Superiority*. A class action is superior to other available means for the fair and  
4 efficient adjudication of this controversy because joinder of all members of the EC 261 Class is  
5 impractical; and class action treatment will permit a large number of similarly situated persons  
6 to prosecute their common claims in a single forum simultaneously, efficiently, and without the  
7 unnecessary duplication of effort and expense that numerous individual actions would  
8 engender. Furthermore, as the damages suffered by each individual EC 261 Class Member are  
9 relatively small, the expense of individual litigation would make it difficult or impossible for  
10 individual members of the class to redress the wrongs done to them. Such individual litigation  
11 also would impose unnecessary burdens on the court system; and would present the potential  
12 for inconsistent or contradictory judgments. There will be no difficulty in the management of  
13 claims relating to the EC 261 Class as a class action.

#### 14 **CLASS ALLEGATIONS; THE REFUND CLASS**

15 84. At all relevant times Norwegian Air has given California Passengers the option  
16 of paying extra for “premium” service; has sold premium fare tickets, which cost more than  
17 economy fare tickets; and has allowed passengers with economy fare tickets to upgrade to  
18 premium class for an extra charge.

19 85. At all relevant times Norwegian Air has promised that passengers paying extra  
20 for premium service will receive seating in a premium cabin; more comfortable seating,  
21 including extra leg room; and other amenities, such a three-course dinner, complimentary  
22 drinks, and a “state-of-the-art touch screen entertainment system.”

23 86. When Norwegian Air cancels a flight, it sometimes will put the passengers on a  
24 different airplane that does not include a premium cabin or on which premium service is not  
25 otherwise available.

26 87. Plaintiff Andris seeks to represent a class (the “Refund Class”) that consists of  
27 all passengers flying (or scheduled to fly) on Norwegian Air flights from California to the  
28

1 European Airports, or from the European Airports to California, at any time between March 14,  
2 2015 and the date that a class is certified in this action; where,

- 3 a. The passenger had a confirmed reservation on a Norwegian Air flight;
- 4 b. The passenger or the person purchasing the ticket for the passenger  
5 resided in California at the time the ticket was purchased;
- 6 c. The passenger or the person purchasing the ticket for the passenger had  
7 paid for premium service on the flight;
- 8 d. The flight was cancelled;
- 9 e. Norwegian Air then transported the passenger on an airplane that did not  
10 provide the premium service – including premium cabin, seating, and amenities – that the  
11 passenger would have received on the original, cancelled flight; and
- 12 f. Norwegian Air has not refunded to the passenger or the person  
13 purchasing the ticket for the passenger all charges imposed for premium service.

14 88. Specifically excluded from the EC 261 Class are the officers, directors,  
15 employees and agents of Norwegian Air; any attorney representing Norwegian Air or plaintiffs  
16 in this action; and any judge or other judicial officer presiding over this action, as well as the  
17 staff and immediate family of any such judge or judicial officer. Passengers also will be  
18 excluded from the EC 261 Class if neither the passenger nor the person purchasing the ticket  
19 for the passenger provided any indicia of California residency to Norwegian Air at the time the  
20 ticket was purchased.

21 89. Plaintiff Andris and all members of the Refund Class (“Refund Class  
22 Members”) are similarly situated.

23 90. Norwegian Air’s premium service is an optional service. Passengers flying on  
24 certain Norwegian Air flights have the option of buying economy-class tickets or paying extra  
25 for upgraded premium service.

26 91. Each member of the Refund Class paid extra to for Norwegian Air’s premium  
27 service; and was denied that service as the result of a flight cancellation.

28

1           92. Norwegian Air, pursuant to the terms of its own contracts, was obligated to  
2 refund all charges imposed for premium service when that service was not provided as a result  
3 of a flight cancellation. Norwegian Air has a common practice of not paying such refunds.  
4 With respect to Plaintiff Andris and each other Refund Class Member, Norwegian Air has  
5 failed to pay the refunds due.

6           93. Certification of the Refund Class is proper under Federal Rule of Civil  
7 Procedure 23(a) because, as more fully stated below, the class is so numerous that joinder of all  
8 members is impracticable; the claims of the representative plaintiffs are typical of the claims of  
9 the class; the representative plaintiffs will fairly and adequately protect the interests of the  
10 class; and there are questions of law or fact common to the class. In addition, certification of  
11 the EC 261 Class is proper under Federal Rule of Civil Procedure Rule 23(b)(3) because, as  
12 more fully stated below, questions of law or fact common to all members of the class  
13 predominate over any questions affecting only individual members of the class; and a class  
14 action is superior to other available methods for fairly and efficiently adjudicating the claims at  
15 issue.

16           94. *Numerosity.* The members of the Refund Class are so numerous that joinder of  
17 all Refund Class Members is impracticable. While the exact number of Refund Class Members  
18 is unknown to plaintiffs at this time, the number and identities of members of the class can  
19 easily be determined from the records of Norwegian Air. Plaintiffs are informed and believe  
20 and based thereon allege that there are hundreds of persons in the Refund Class.

21           95. *Typicality.* The proposed representative of the Refund Class is a member of the  
22 class and his claims are typical of the claims of the Refund Class Members. The proposed  
23 representative of the Refund Class and unnamed members of the class have all been similarly  
24 affected by Norwegian Air's breach of contract; and by its failure to pay refunds for premium  
25 service not provided as a result of flight cancellations.

26           96. *Adequacy.* Plaintiff Andris is ready and able to fairly and adequately protect the  
27 interests of the Refund Class Members. Plaintiff has retained counsel who have the skill and  
28 experience to effectively prosecute this action on behalf of the class.

1           97.     *Common Questions.* Common questions of law and fact exist as to all Refund  
2 Class Members. These common questions include, but are not limited to, whether Norwegian  
3 Air's contracts require it to refund all charges imposed for premium service when that service  
4 is not provided as a result of a flight cancellation; and whether Norwegian Air has a common  
5 practice of not paying such refunds.

6           98.     *Predominance.* These common questions predominate over any questions that  
7 affect only individual members of the Refund Class. This is so, in part, because common  
8 questions relating to the meaning and effect of Norwegian Air's contracts common to all  
9 members of the Refund Class are central to any claim for breach of contract damages by any  
10 member of the Refund Class.

11           99.     *Superiority.* A class action is superior to other available means for the fair and  
12 efficient adjudication of this controversy because joinder of all members of the Refund Class is  
13 impractical; and class action treatment will permit a large number of similarly situated persons  
14 to prosecute their common claims in a single forum simultaneously, efficiently, and without the  
15 unnecessary duplication of effort and expense that numerous individual actions would  
16 engender. Furthermore, as the damages suffered by each individual Refund Class Member are  
17 relatively small, the expense of individual litigation would make it difficult or impossible for  
18 individual members of the class to redress the wrongs done to them. Such individual litigation  
19 also would impose unnecessary burdens on the court system; and would present the potential  
20 for inconsistent or contradictory judgments. There will be no difficulty in the management of  
21 claims relating to the Refund Class as a class action

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1 **FIRST CAUSE OF ACTION**

2 **For Breach of Contract Damages; Brought on Behalf of the EC 261 Class**

3 100. Plaintiffs reallege and incorporate all of the preceding paragraphs as though  
4 fully set forth in this cause of action.

5 101. With respect to each EC 261 Class Member, Norwegian Air entered into a  
6 contract that incorporated Regulation (EC) 261/2004 and, by its terms, obligated Norwegian  
7 Air to provide compensation for delayed or cancelled Norwegian Air flights in accordance with  
8 EC 261.

9 102. Each such contract was supported by the sums paid to Norwegian Air as the  
10 purchase price for the EC 261 Class Member's ticket and/or by other consideration.

11 103. Each EC 261 Class Member has performed any duties imposed on him or her by  
12 any Norwegian Air contract, or has been excused from performing such duties.

13 104. With respect to each EC 261 Class Member, Norwegian Air has committed a  
14 breach of contract by failing to pay the Class Member compensation due under Regulation  
15 (EC) 261/2004 as incorporated into Norwegian Air's contracts.

16 105. Each EC 261 Class Member has been denied a payment to which he or she was  
17 entitled and has been damaged by Norwegian Air's breach of contract.

18 106. Plaintiffs on behalf of themselves and all EC 261 Class Members seek recovery  
19 for Norwegian Air's breach of its own, self-imposed undertakings; and pray for relief as set  
20 forth below.

21 **SECOND CAUSE OF ACTION**

22 **For Specific Performance; Brought on Behalf of the EC 261 Class**

23 107. Plaintiffs reallege and incorporate all of the preceding paragraphs as though  
24 fully set forth in this cause of action.

25 108. With respect to each EC 261 Class Member, Norwegian Air entered into a  
26 contract that incorporated Regulation (EC) 261/2004 and, by its terms, obligated Norwegian  
27 Air to provide to all EC 261 Class Members at the time that their flights were cancelled or  
28 delayed written Article 14 Notices setting out their rights and the rules for all compensation and

1 assistance to which they were entitled under Regulation (EC) 261/2004 as incorporated into  
2 Norwegian Air's contracts.

3 109. Each such contract was supported by the sums paid to Norwegian Air as the  
4 purchase price for the EC 261 Class Member's ticket and/or by other consideration.

5 110. Each EC 261 Class Member has performed any duties imposed on him or her by  
6 any Norwegian Air contract, or has been excused from performing such duties.

7 111. With respect to each EC 261 Class Member, Norwegian Air has committed a  
8 breach of contract by failing to provide an Article 14 Notice to the EC 261 Class Member at or  
9 after the time the flight was cancelled or delayed.

10 112. Plaintiffs on behalf of themselves and all EC 261 Class Members seek an order  
11 of specific performance sufficient to remedy Norwegian Air's breach of its own, self-imposed  
12 undertakings; and pray for relief as set forth below.

13 **THIRD CAUSE OF ACTION**

14 **For Breach of Contract Damages; Brought on Behalf of the Refund Class**

15 113. Plaintiffs reallege and incorporate all of the preceding paragraphs as though  
16 fully set forth in this cause of action.

17 114. With respect to each Refund Class Member, Norwegian Air entered into a  
18 contract that, by its terms, obligated Norwegian Air to refund all charges imposed for premium  
19 service when that service was not provided as a result of a flight cancellation.

20 115. Each such contract was supported by the sums paid to Norwegian Air as the  
21 purchase price for the Refund Class Member's ticket and/or by other consideration.

22 116. Each Refund Class Member has performed any duties imposed on him or her by  
23 any Norwegian Air contract, or has been excused from performing such duties.

24 117. With respect to each Refund Class Member, Norwegian Air has committed a  
25 breach of contract by failing to refund all charges imposed for premium service when that  
26 service was not provided as a result of a flight cancellation.

27 118. Each Refund Class Member has been denied a payment to which he or she was  
28 entitled and has been damaged by Norwegian Air's breach of contract.

1 119. Plaintiffs on behalf of themselves and all Refund Class Members seek recovery  
2 for Norwegian Air's breach of its own, self-imposed undertakings; and pray for relief as set forth  
3 below.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, plaintiffs pray for relief as follows.

6 On the First and Second Causes of Action:

7 1. For an order determining that this action may be maintained as a class action,  
8 certifying the EC 261 Class, appointing Plaintiff Mazzini and Plaintiff Pawlak as  
9 representatives of the EC 261 Class, and appointing plaintiffs' counsel as counsel for the class;

10 2. For damages according to proof, together with prejudgment and post-judgment  
11 interest as allowed by law; and

12 3. In the event that damages are unavailable or inadequate to provide complete  
13 relief, for an order of specific performance requiring Norwegian Air (a) to send all members of  
14 the EC 261 Class a written notice explaining their rights under EC 261 as incorporated into  
15 Norwegian Air's contracts, and explaining the process for claiming EC 261 compensation for  
16 delayed or cancelled flights from Norwegian Air; and (b) to pay all claims for EC 261  
17 compensation that members of the EC 261 Class submit after receipt of this notice.

18 On the Third Cause of Action:

19 1. For an order determining that this action may be maintained as a class action,  
20 certifying the Refund Class, appointing Plaintiff Andris as the representative of the Refund  
21 Class, and appointing plaintiffs' counsel as counsel for the class;

22 2. For damages according to proof; and

23 3. For prejudgment and post-judgment interest as allowed by law.

24 On All Causes of Action:

25 1. For attorneys' fees pursuant to California Code of Civil Procedure §1021.5, or  
26 as otherwise requested by plaintiffs and/or their counsel and allowed by law;

27 2. For litigation expenses and costs of suit; and  
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3. For all other relief which the Court shall deem just and equitable.

Dated: March 13, 2018

/s/ Gordon W. Renneisen  
Gordon W. Renneisen  
CORNERSTONE LAW GROUP

Attorneys for Plaintiffs and all others  
similarly situated

**JURY DEMAND**

Plaintiffs demand trial by jury.

Dated: March 13, 2018

/s/ Gordon W. Renneisen  
Gordon W. Renneisen  
CORNERSTONE LAW GROUP

Attorneys for Plaintiffs and all others  
similarly situated



## **EXHIBIT A**

2/27/2018

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## 1. Terms and Conditions

All passengers travelling on flights operated by Norwegian accept the airline's Terms and Conditions and General Conditions of Carriage for the duration of their journey.

Norwegian is subject to Norwegian and international legislation when transporting our customers. These terms are laid down in the Warsaw Conventions of 1929 and 1955, the Montreal Convention of 28 May 1999 and in the Norwegian Aviation Act [Lov om luftfart] of 11 June 1993 with subsequent amendments.

**Passengers who book well in advance are advised to re-check their onward/return flight timings between 24 and 72 hours prior to departure.**

Norwegian is subject to legislation and regulations in Norway pursuant to civil aviation.

No agent, employee of or representative for Norwegian is authorised to waive claims which are valid in respect of the adopted legislation and articles of association under which the Company operates.

Guidelines and routines may be subject to change without prior notice. We endeavour to ensure that all information on our website is correct and up to date, although Norwegian reserves all rights against any potential loss or damage, direct or indirect, occurring as a result of erroneous information.

Norwegian reserves the right to change flight times. You will be notified of any changes to the time of your flight through the e mail address or phone number you provided at the time of booking.

If the time of your flight is changed by more than 60 minutes, you have the option to change your flight free of charge or receive a full refund.

Read our complete Terms and Conditions (English only).

Download our complete General Conditions of Carriage (PDF - English only).

## 2. Tickets

With our different fare types, you have the ability to choose the alternative that suits your needs.

**Where are you travelling?** Different conditions apply depending on your destination, ticket/cabin type and for flight and hotel packages.

- All flights (excluding to/from USA and Thailand)
- Flights to/from USA and Thailand

**Save time and money!** It's quick and easy to make your booking and manage any changes online. A service charge will apply to bookings and changes made via our Contact Centre or at the airport. This is non-refundable.

*Service charge: 15 GBP/25 USD/18 EUR per person, per one way flight*

## All flights (excluding to/from USA and Thailand)

|              | LowFare | LowFare+ | Flex |
|--------------|---------|----------|------|
| Hand baggage | ✓       | ✓        | ✓    |

|            |    |    |   |
|------------|----|----|---|
| Fast Track | \$ | \$ | ✓ |
| WiFi       | ✓  | ✓  | ✓ |
| Changes    | \$ | \$ | ✓ |
| Refundable | -  | -  | ✓ |

WiFi is available on most flights. Fast Track is available from selected airports. For information regarding our optional services, see our relevant conditions.

Food and drinks can be purchased onboard selected flights. See our onboard menu.

#### LowFare LowFare+

##### Changes permitted

Name, date, time and destination can be changed within the same fare type up to 30 minutes before scheduled departure. The applicable charge and any difference in fare will apply.

*Name and flight changes: 36 GBP/ 45 EUR/ 60 USD per person, per one way flight*

##### Non- refundable

The booking can be cancelled without charge within 4 hours of making a booking. After 4 hours the booking is non-refundable.

#### Flex

##### Free changes

Name, date, time and destination can be changed within the same fare type up to 30 minutes before scheduled departure. The new fare price may apply to changes to destination and if changing from a direct flight to a connecting flight.

##### Refundable

Full refund provided upon cancellation/no-show.

For flights within the Nordic countries (excluding to/from Iceland), the booking will be charged on departure. For all other flights, payment will be collected at the time of booking.

#### General Conditions

- **Booking/changes**

- The reference number provided is your only confirmation of booking.
- Booking requests cannot be made via e-mail.
- Certain tickets cannot be changed online, and must be changed via our Contact Centre.
- Domestic flights and only be changed to another domestic flight within the same country.
- International flights can only be changed to another international flight.
- Refunds will not be provided for changes to fares in a lower price category.
- All fares are subject to availability.

- **Payment**

- All tickets are charged per person per one way journey and include all taxes and charges, excluding optional services and charges where applicable.

## Flights to/from USA and Thailand

|                  | Economy cabin<br>31 inch legroom |               |               | Premium cabin<br>46 inch legroom |               |
|------------------|----------------------------------|---------------|---------------|----------------------------------|---------------|
|                  | LowFare                          | LowFare+      | Flex          | Premium                          | PremiumFlex   |
| Hand baggage     | ✓                                | ✓             | ✓             | ✓                                | ✓             |
| Checked baggage  | \$                               | ✓<br>1 x 20kg | ✓<br>2 x 20kg | ✓<br>2 x 20kg                    | ✓<br>2 x 20kg |
| Seat reservation | \$                               | ✓             | ✓             | ✓                                | ✓             |
| Fast Track       | \$                               | \$            | ✓             | ✓                                | ✓             |
| Meals            | \$                               | ✓             | ✓             | ✓                                | ✓             |
| Lounge           | -                                | -             | -             | ✓                                | ✓             |
| Changes          | \$                               | \$            | ✓             | \$                               | ✓             |
| Refundable       | -                                | -             | ✓             | -                                | ✓             |

Fast Track and Lounge services are available at selected airports. For information regarding our optional services, please see the relevant conditions.

Headphones and blankets are included in our Premium cabin and can be purchased onboard in our Economy cabin.

**LowFare**  
**LowFare+**  
**Premium**

### Changes permitted

Name, date, time and destination can be changed within the same fare type up to 30 minutes before scheduled departure. The applicable charge and any difference in fare will apply.

*Name change: 36 GBP/ 45 EUR/ 60 USD per person, per one way flight*  
*Flight change: 75 GBP/ 90 EUR/ 125 USD per person, per one way flight*

### Upgrading to Premium cabin

When upgrading to our Premium cabin for the same flight and passenger, only the difference in fare will apply.

### Non-refundable

The booking can be cancelled without charge within 4 hours of making a booking. After 4 hours the booking is non-refundable. Different conditions apply for flights to/from USA.

## Flex PremiumFlex

### Free changes

Name, date, time and destination can be changed within the same fare type up to 30 minutes before scheduled departure. The new fare price may apply to changes to destination and if changing from a direct flight to a connecting flight.

### Refundable

Full refund provided upon cancellation/no-show.

### General Conditions

- **Booking/changes**
  - The reference number provided is your only confirmation of booking.
  - Booking requests cannot be made via e-mail.
  - Certain tickets cannot be changed online, and must be changed via our Contact Centre.
  - International flights can only be changed to another international flight.
  - Refunds will not be provided for changes to fares in a lower price category.
  - All fares are subject to availability.
- **Payment**
  - All tickets are charged per person per one way journey and include all taxes and charges, excluding optional services and charges where applicable.
  - Optional services are charged according to the applicable conditions. All additional charges will be specified in separate transactions.

### Booking errors

If you have booked the wrong date/time/destination/name when making your original booking, phone our Contact Centre within 24 hours of making the booking (12 hours if booked less than 24 hours before departure). We will book a new ticket at the available fare and the original ticket will be fully refunded. A refund will not be provided if a new ticket is not booked in accordance with the applicable conditions.

### 3. Seating

When you travel with Norwegian you have the option to purchase seat reservation which will allow you to select your preferred seat. If you do not purchase seat reservation, your seat will be allocated at the airport on the day of travel. If you purchase a Flex, Premium or PremiumFlex ticket your seat reservation is included.

Seat reservations may not be available to/from all destinations. This will be visible at the time of booking. If the time of departure is changed or your flight cancelled, we will reserve a new seat for you which you have the ability to change.

- Making a seat reservation
- Extra leg room
- Extra seat

## Making a seat reservation

Seat reservations can be purchased at the time of booking or up to 25 hours (GMT +1) before departure. To purchase seat reservation after you have made a booking, log in to My Norwegian and follow the prompts. If you have made a booking without a user profile, retrieve your booking via Find Reservation or phone our Contact Centre. You can make as many

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## Extra leg room

If you wish to reserve a seat with extra leg room, certain conditions apply. All seats with extra leg room are located beside the emergency exits. Safety issues regulated by international laws may necessitate specific seating arrangements for passengers with reduced mobility. If your mobility is reduced you will not be allowed to sit in a seat near, or adjacent to, an emergency exit. Passengers who are excluded from occupying these seats will be given other available seating on the aircraft.

In extenuating circumstances, we may need to change a passenger seat even though it has been reserved in advance.

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## Extra seat

If you require an extra seat for your comfort or for medical reasons, you must make your reservation via our Contact Centre. To ensure that we meet your needs, we recommend for you to make your booking at least 48 hours prior to departure. The fare available at the time of booking will be charged. Seatbelt extensions are available on request.

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### 4. Cancellation protection

Cancellation protection is an extra protection for you as a passenger. If you or any member of your immediate family fall ill, you can send an original medical certificate, document your family relationship and cancel your ticket up to 30 minutes before departure, and have your entire ticket price refunded.

Cancellation protection can only be ordered online at the time of booking.

Refunds will not be provided against the cost of your cancellation protection

#### How to cancel

- Cancel your flight via our Contact Centre at least 30 minutes before departure.

#### Duration of cancellation protection

- Cancellation protection applies from the time the purchase is made until half an hour before flight departure. It only applies to the flight that the cancellation protection has been purchased for.

#### Who is protected

- Cancellation protection applies to the person or persons stated on the cancellation protection document.

#### When is cancellation protection valid

- Cancellation protection applies if the cancellation has been made up to 30 minutes before the scheduled departure time, and if a valid medical certificate can be produced for the relevant travel date, and when a family relationship is documented.
- Cancellation protection is only valid when the charge has been paid and a binding order for the flight has been made.
- The original valid medical certificate and the documented family relationship documentation must be sent to:

Both the valid medical certificate and documented family relationship documentation, must be in either Norwegian or English and must be received no later than one week after cancellation.

#### Terms and conditions

- Cancellation protection will only be paid in the case of acute illness or death for you or your immediate family. "Immediate family" is taken to mean: spouse/registered partner, co-habiting partner, children, parents, parents-in-law, siblings and grandparents.

#### What will we refund

- Cancellation protection covers the cost of tickets, luggage charges, seat charges and other supplementary products/services associated with the flight that you have purchased from Norwegian.
- Cancellation protection does not cover supplementary purchases made at any of our partners, such as hotels, car rental, activities, etc.  
NOTE: Cancellation Protection purchased in conjunction with a Norwegian Holidays booking will cover the cost of the package purchased for all passengers in the booking.
- When we have received the necessary documentation, a refund will be made to the card number that was used when the flight in question was purchased.
- Cancellation as a result of serious complications which occur before the 36th week of a pregnancy is covered.

#### What we do not refund

Cancellation protection does not cover cancellations made for the following reasons:

- Acute deterioration of an existing condition/chronic illness.
- Examination, treatment and/or admittance to hospital which was planned prior to the flight being booked.
- Elective surgery or illnesses due to this operation
- That the reason for your journey falls through.

#### 5. Credit card fee

Bookings made via [www.norwegian.com/us](http://www.norwegian.com/us) are exempt from credit card surcharges.

Please be advised that credit card companies may charge additional transaction fees. Contact your credit card provider directly for more information.

#### 6. Checked baggage

Checked baggage allowances are determined by the type of ticket purchased. Save time and money by booking your checked baggage online.

#### All flights (excluding to/from USA and Thailand)

| LowFare | LowFare+      | Flex          |
|---------|---------------|---------------|
| \$      | ✓<br>1 x 20kg | ✓<br>1 x 20kg |

#### Flights to/from USA og Thailand

| LowFare | LowFare+      | Flex          | Premium       | PremiumFlex   |
|---------|---------------|---------------|---------------|---------------|
| \$      | ✓<br>1 x 20kg | ✓<br>2 x 20kg | ✓<br>2 x 20kg | ✓<br>2 x 20kg |

airport on the day of travel.

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### Children/infants

Infants (under 2 years) seated on parent's lap are permitted up to 5 kg of checked baggage (either in the parent's checked baggage or in a separate bag). Normal checked baggage conditions apply for all children/infants who have purchased their own seat.

All children up to 11 years incl. are permitted one car seat and one stroller free of charge in addition to their permitted baggage allowance. We recommend that you always protect your stroller/car seat when you travel. Read more about baggage protection.

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### Ordering checked baggage

Checked baggage can be ordered at the time of booking online and via our Contact Centre. If you want to add checked baggage after you have made a reservation, log in to "My Reservations" and follow the prompts or phone our Contact Centre. You must make this request at least 25 hours prior to departure.

Checked baggage can also be purchased at the airport on the day of travel. Please note that higher charges will apply to checked baggage requested at the airport. All baggage charges are non-refundable.

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### Size and weight

We do not accept individual baggage units weighing more than 32 kg or less than 2kg. We permit a total baggage allowance of 64 kg per person. The weight limit does not apply to electric wheelchairs, musical instruments or animals in the cargo hold.

We accept individual items up to: length 250cm, height 79cm, width 112cm. The total circumference (L+H+W) must not exceed 300 cm.

NOTE: For flights operated by **Danish Air Transport**, we accept individual items up to: length 190cm, height 143cm, width 70cm. The total circumference (L+H+W) must not exceed 300 cm.

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### Packing checked baggage

We strongly recommend for all baggage to be clearly marked with the passenger's name and phone number.

All baggage must be packed in such a way that it can withstand normal baggage handling. This means that the item will withstand the impact of coming into contact with other luggage in the baggage system and when loading/unloading the aircraft.

Each passenger is solely responsible for packing their luggage in such a way that the contents cannot be damaged. To the fullest extent permitted under the Montreal Convention, the passenger is liable for any damaged caused to the Carrier due to their baggage, should for example, a bottle containing liquid in their checked in luggage break. Read more about baggage protection.

Certain items are not accepted for carriage in checked baggage. Read more about restricted items.

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### Travelling to/from the US – TSA lock

If you wish to lock your baggage when travelling to/from the US, you must use a lock that is approved by US authorities or a TSA lock. We will not cover any damage caused to your baggage if it is forced open during random screening in the US if the baggage is not deemed to have been in the charge of Norwegian.

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## 7. Hand baggage

Many passengers choose to travel with hand baggage, however there are certain conditions that apply.



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## Hand baggage allowances

You are permitted to carry one item of hand baggage (max 10kg - 55x40x23cm) in addition to one small personal item onboard the aircraft. Your personal item (e.g. small handbag or laptop case) must fit comfortably under the seat in front of you.

NOTE: When travelling to/from Dubai, your hand baggage must not exceed 8kg in total weight.

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## Infants (under 2 years)

Infants under the age of two without their own seat do not have a hand baggage allowance and are only permitted to take onboard food for the journey. There are however restrictions regarding the carriage of liquids onboard. For more information, see restricted items.

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## Packing hand baggage

If you do not adhere to the hand baggage restrictions you will be asked to check in your baggage in accordance with our checked baggage rules.

In the interest of safety and security, certain items are prohibited for carriage in your hand baggage. Items which may not be permitted onboard, include, but may not be limited to; weapons and replicas of weapons, sharp items, tools, explosives, flammables and chemical substances. Such restrictions are enforced by airport security and may vary depending on where you are travelling.

There are also strict restrictions regarding the carriage of liquids and the use of electronic equipment onboard all flights. Items such as baby food, medicine and tax free may be accepted for carriage onboard beyond these limits. Read more about restricted items.

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### 8. Items left onboard

All passengers are responsible for ensuring that they do not leave any items onboard when disembarking the aircraft. If you have left an item onboard, we advise you to contact the lost and found department at the airport.

#### Oslo Gardermoen

Contact lost and found at the airport.

#### Copenhagen Kastrup

Items found onboard will be delivered to the police + 45 38 74 88 22.

Items found at the airport, contact lost and found.

#### Stockholm Arlanda

Items found onboard will be delivered to Nordic Aero. After 24 hours, contact Bagport.

Monday to Friday 0900-1300 and 1900-2200.

Items left onboard flights to Oslo Gardermoen and Stockholm Arlanda can be located online.

For all other destinations, please search the relevant airport lost and found information on the web.

### 9. Oversized baggage

Sporting equipment and musical instruments are accepted for carriage in the cargo hold on Norwegian flights in accordance with certain conditions.

NOTE: All passengers travelling with oversized baggage must be checked-in at least one hour before departure.

Bags/cases must only contain the relevant sporting equipment/musical instrument purchased. Excess baggage charges will apply to items over the maximum weight.

- Sporting equipment
- Musical instruments
- Ordering oversized baggage
- Size and weight
- Packing oversized baggage

## Sporting equipment

| Item  | Conditions   |
|---|--|
| <b>Golf and ski equipment/ snowboard</b><br>Max 20 kg     | Bags/cases must only contain the relevant sporting equipment.  |
| <b>Fishing rods</b><br>Max 20 kg                          | Fishing rods must be packed in suitable hard casing/tube.  |
| <b>Surfboard/ kite/windsurfing equipment</b><br>Max 25 kg | Bags/cases must only contain the relevant sporting equipment.  |
| <b>Diving equipment</b><br>Max 25 kg                      | One set of scuba diving equipment is defined as one scuba tank (empty), one scuba regulator, one tank harness, one tank pressure gauge, one mask, two fins, one snorkel, one knife, one spear gun and one safety vest.   |
| <b>Bike</b><br>Max 25 kg                                  | Limited capacity per flight.<br>We recommend for all bikes to be packed in protective packaging suitable for the transport of bicycles. Flights departing from London-Gatwick (LGW) and Bangkok (BKK) require that all bicycles are packed in a hard case/box, a bag is not acceptable. Bicycles that are not packaged in a hard case will be rejected. Norwegian does not |

|   |   |
|---|---|
|   | <p>around, pedals must be taken on, other additional parts must be removed or covered and the tyres must be deflated.</p> <p>NOTE: You must book your bike at least 25 hours before departure. We recommend for you to book your ticket and bike at the same time to ensure available space.</p>  |
| <p><b>Sporting weapons and ammunition</b><br/>Max 20 kg</p> | <p>Sporting guns for hunting and competitions are permitted for carriage, but only on the condition that the bolt (or the stock in the case of rifles) is removed and carried separately from the gun itself. Weapons must be packed in a hard case. Up to five kilos of ammunition may be transported providing this is packed in the unopened, original packaging.</p> <p>Weapons may only be transported in checked baggage. You must advise check-in personnel if you are travelling with weapons and ammunition.</p> |

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## Musical instruments

| Item  | Conditions   |
|---|--|
| <p><b>Musical instruments in the cabin</b></p>              | <p>Small musical instruments with maximum dimensions 55x40x23cm can be accepted as hand luggage.</p> <p>If you wish to transport a musical instrument outside these dimensions (max 140x46x30cm) in the cabin, you must book an extra seat via our Contact Centre. The fare available at the time of booking will be charged. We recommend that you book your ticket and extra seat at the same time at least 48 hours before departure via our Contact Centre to ensure that we have capacity for the item onboard your flight.</p> |
| <p><b>Medium size musical instruments</b><br/>Max 20 kg</p> | <p>Musical instruments with maximum dimensions 90cm x 75cm x 55cm can be booked as regular checked baggage.</p>  |
| <p><b>Large musical instruments</b><br/>Max 20 kg</p>       | <p>Musical instruments larger than 90cm x 75cm x 55cm must be booked at the airport. The musical instruments charge will apply.</p> <p><b>Double bass:</b> Norwegian accepts two double basses per flight. We recommend that you book your ticket and double bass at the same time at least 48 hours before departure via our Contact Centre to ensure that we have capacity for the item onboard</p>  |

apply to musical instruments over 20 kg.

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## Ordering oversized baggage

Unless otherwise specified, oversized baggage can be ordered at the time of booking online and via our Contact Centre. If you want to add oversized baggage after you have made a reservation, log in to "My Reservations" and follow the prompts or phone our Contact Centre.

The applicable charges must be paid at the time of purchase. All passengers must bring their travel receipt showing proof of the baggage purchased to the airport on the day of travel. Higher rates will apply to oversized baggage ordered at the airport. All baggage charges are non-refundable.

NOTE: Reservations for oversized baggage cannot be made by email.

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## Size and weight

We do not accept individual baggage units that weigh more than 32 kg or less than 2kg. A total baggage allowance of 64 kg per person is permitted. The weight limit does not apply to electric wheelchairs, musical instruments or animals in the cargo hold.

We accept individual items up to: length 250cm, height 79cm, width 112cm. The total circumference (L+H+W) must not exceed 300 cm. The size limit does not apply to a double bass.

NOTE: For flights operated by **Danish Air Transport**, we accept individual items up to: length 190cm, height 143cm, width 70cm. The total circumference (L+H+W) must not exceed 300 cm.

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## Packing oversized baggage

We strongly recommend for all baggage to be clearly marked with the passenger's name and phone number.

All oversized baggage must be packed in such a way that it can withstand normal baggage handling. This means that the item will withstand the impact of coming into contact with other luggage in the baggage system and when loading/unloading the aircraft. We recommend all passengers pack their special baggage in a hard case to avoid any potential damage. Read more about baggage protection.

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### 10. Restricted items

Passengers must ensure that their baggage does not contain objects that can damage and/or cause danger to the aircraft, persons or property on board aircraft. All baggage must be packed in accordance with IATA dangerous goods regulations (PDF - English Only).

NOTE: You are responsible for ensuring that your baggage is properly packed and does not

- Restricted items - checked baggage
- Liquids in hand baggage

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## Restricted items - checked baggage

We recommend that passengers do not include the following items in their checked baggage as we have limited liability in the event of loss or damage to your checked baggage as outlined in our General Conditions of Carriage:

- Valuable items such as: cash, jewellery, precious stones, computers, game consoles, photo/video cameras and mobile phone,
- Fragile items (including but are not limited to glass/bottles),
- Perishable foods,
- Glasses, sunglasses,
- Keys,
- Working Documents,
- ID papers,
- Medicine and medical certificates.

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## Liquids in hand baggage

### Liquids in hand luggage

A maximum of 1 litre of liquid, creams and gels are permitted in hand luggage. Each item must not exceed 100ml. Liquids, creams and gels must be packed in a separate transparent re-sealable bag must be presented at the security checkpoint.

The following items may be accepted for carriage onboard beyond these limits. Please consult the airport's website for more information as restrictions may vary.

- **Baby food and baby milk:** You may be permitted to bring baby food necessary for the flight onboard in your hand baggage. You must be prepared to taste the food if requested by security personnel.
- **Essential medicines:** You are permitted to bring essential medicine for your journey in your hand baggage. We recommend that you bring a supporting documentation from a qualified medical professional (e.g. prescription or medical certificate).
- **Tax free:** When purchasing liquids, gels and creams from tax free you must pay careful attention to the restrictions of the destination you are travelling to. Restrictions also apply when travelling on connecting flights.

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## 11. Baggage irregularities

All aircrafts have a maximum cargo limit. Norwegian carries baggage on condition that the total cargo on board does not exceed the aircraft's maximum permitted weight.

Baggage irregularities must be reported immediately to our handling agent at the airport or within seven days at the latest after arrival. Norwegian's liability is limited in accordance with the Montreal Convention and we recommend that you contact your insurance company concerning any irregularities with your baggage.

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## Delayed baggage

When baggage goes missing we do our utmost to find the baggage and forward it to your address. It is important that our representatives at the airport receive your address, telephone number and a description of the missing bags. You will get a receipt of the report (Property Irregularity Report), and you must keep this safe. This contains a reference number for your luggage. Should you wish to claim compensation for reasonable expenses resulting from the delay, or baggage fees if your baggage is lost, this must be attached in its original form within 21 days.

N.B. In the event that your baggage is delayed, we will reimburse reasonable expenses for the purchase of necessities primarily on departure.

If you want to check whether your baggage has arrived at the airport or check the information in the report, you can check these details [here](#). Our agents at the airport will contact you for more information and/or delivery as soon as they have received your baggage. Our representatives at the airport are responsible for looking for the bags, if you wish to contact the airport the number can be found on the report. If our handling agent is not able to assist with your queries, please contact Norwegian's Baggage Department: +47 2149 0015 - outside Norway or 815 21 815 - within Norway (Monday-Friday 09:00-18:00 CET).

Norwegian uses an international tracing system called World Tracer which connects us with most airlines around the world. If for some reason your baggage isn't located within 5 days the search will be transferred to the Norwegian Headquarters. We would then need more detailed information about how the baggage looks and its contents for us to expand the search in World Tracer.

Passengers who wish to claim for delayed baggage must inform the Carrier no later than twenty one (21) days after the baggage was made available. All claims must be sent by post and include the original report provided at the airport, original receipts, and your bank account details (IBAN, BIC/swift code, account holder's name and address).

Norwegian Air Shuttle  
Baggage Department  
PO Box 115  
1330 Fornebu  
Norway

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## Damaged baggage

Norwegian handles its passengers' baggage with care. All the same, we cannot be held liable for damage sustained from normal wear and tear. In addition, we cannot be held liable for damage to baggage due to the negligence or wrongful act of the passenger.

If your baggage has been damaged during your flight with Norwegian, you must present your travel document, bag tag/tag receipt, and the damaged item to our handling agents at the airport promptly and at the latest, 7 days after arrival. We will create a report and provide information about how your claim will be handled. We do not cover damaged items that are not presented at least 7 days after arrival.

Norwegian has an agreement with all Accent, Morris and City Bag stores in Norway and in Sweden. Bring your travel bag and the damage report from the airport to one of these retailers as they will assist you.

If damage is not covered by the Carrier, the item should nevertheless be reported promptly and at the latest, 7 days after arrival. A damage report will be provided which can be used for a claim with your private travel insurance provider.

Baggage Department  
PO Box 115  
1330 Fornebu  
Norway

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## 12. Customs clearance

If you have purchased a connecting flight with Norwegian (two or more consecutive flights under the one reservation number), in most cases your checked baggage will be transported to your final destination.

If you are travelling from an international flight with an onward connection on a domestic flight, different customs clearance rules apply to the transport of checked baggage.

- **Norway:** You must collect your bag at the first stop in Norway and clear customs.
- **Sweden:** You must collect your bag at the first stop in Sweden and clear customs. Different conditions apply when travelling via Stockholm/Arlanda and Gothenburg/Landvetter.  
**Stockholm/Arlanda og Gothenburg/Landvetter:** Your bag will be transferred onto the domestic flight and customs will be cleared at the final destination in Sweden.
- **Denmark:** Your bag will be transferred onto the domestic flight and customs will be cleared at the final destination in Denmark.
- **Finland:** Your bag will be transferred onto the domestic flight and customs will be cleared at the final destination in Finland.

NOTE: If you have purchased two or more consecutive flights intended as a connection (with separate reservation numbers), you will need to collect your luggage before checking in for your next flight.

## 13. Check-in and boarding

To help make your journey easier, we offer a number of different check-in options. Please have your booking reference/itinerary and your valid form of identification ready when you check in.

- Direct to Gate
- Self-service kiosks
- Online check-in
- Check-in deadlines
- Boarding deadlines

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## Direct to Gate

If you are travelling with hand luggage only on a flight within the Nordic countries or on a flight from the Nordic countries into Europe, you can take advantage of our Direct to Gate service. Passengers must adhere to the relevant boarding deadlines.

NOTE: Direct to Gate is not available for flights to the United Kingdom or for flights from Europe into the Nordic countries. Check-in is compulsory for all other flights.

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## Online check-in

Online Check-in is available for most flights within Europe from 24 hours up to one hour before departure. To check in online and access your boarding pass, log in to "My Reservations" and follow the prompts. You can also check-in via your SMS-ticket or the Norwegian App. Please bring your boarding pass to the airport.

If you are travelling with checked baggage, bag tags can be printed at the airport check-in kiosks. Bag drop must be completed in accordance with our check-in deadlines.

If you are travelling with hand luggage only, check in online and present your boarding pass at security. Passengers must adhere to the relevant boarding deadlines.

To change your ticket after you have checked in, phone our Contact Centre.

NOTE: Unaccompanied minors and passengers travelling with animals must check in at the airport.

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## Check-in deadlines

We advise all passengers to check in well before departure. If you arrive after the specified deadline, you may not have the ability to check in and may miss your flight.

|                        | Domestic                         | International<br>excl. to/from Dubai,<br>Israel, Thailand & USA | Dubai, Israel,<br>Thailand, USA |
|------------------------|----------------------------------|---|---------------------------------|
| <b>Check-in opens</b>  | 2hrs<br>prior to departure       | 2hrs<br>prior to departure                                      | 3hrs<br>prior to departure      |
| <b>Check-in closes</b> | 30 minutes prior to<br>departure | 45 minutes prior to<br>departure                                | 1 hour prior to<br>departure    |

NOTE: We ask passengers with special needs, children travelling alone and passengers who are travelling with pets and oversized baggage ensure check-in is completed at the check-in counter at least 1 hour prior to the scheduled departure time.

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## Boarding deadlines

To ensure an ontime departure, we ask all passengers to be at the boarding gate as early as possible before the boarding gate closes. If you arrive after the specified deadline, you may be denied boarding.

|                        | Domestic                         | Between Nordic<br>countries      | All other flights                |
|------------------------|----------------------------------|----------------------------------|----------------------------------|
| <b>Boarding closes</b> | 20 minutes prior to<br>departure | 20 minutes prior to<br>departure | 30 minutes prior to<br>departure |



document with a barcode, an SMS ticket with a 2-D barcode or an electronic ticket on a credit card may all be accepted by security.

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#### 14. Proof of identity

Tickets and flight reservations with Norwegian are personal to the holder and non-transferable from one passenger to another. When travelling with Norwegian you should have the ability to provide a valid form of photo ID upon request. You must also ensure that you obtain the necessary travel documents, including passport and visas for your journey. The name on the ticket must be identical to your form of identification.

Passengers are themselves responsible for obeying all laws, regulations and other provisions of public authorities related to travel in the countries the passengers are flying from, to, or in transit through. The Carrier shall not be liable for any consequences to passengers of their failure to obtain such requisite documents or failure to obey such laws, regulations, requirements or orders.

Norwegian reserves the right to refuse boarding if the passenger does not present a valid form of ID and the necessary travel documents (e.g. passport and/or visas).

- Schengen
- Non-Schengen
- ESTA and APIS
- Children

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### Schengen

Although immigration controls no longer apply between Schengen countries, the borders may be restored at any time. We therefore recommend that you bring a valid passport or national ID card\* as you must have the ability to prove your citizenship if required. NOTE: A valid passport is the only internationally recognised proof of citizenship for Norwegian and Danish citizens.

Citizens of certain countries may be subject to special entry/visa requirements. To establish what documentation is necessary, please contact national authorities (e.g. embassy/consulate).

Such conditions also apply to flights between the Nordic countries.

NOTE: Svalbard is not a member of Schengen, and therefore ID requirements for Non-Schengen countries will apply.

*\* A national ID card is only issued in certain countries and shows the nationality of the card holder.*

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### Non-Schengen

All passengers must present a valid passport as proof of identity. Children must present their own passport. Please be aware that certain destinations have special visa conditions and

holder.

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## ESTA and APIS

When travelling to/from the US and UK there are certain regulations regarding mandatory information which you must provide prior your flight. The following information may be used as a guideline for the mandatory information that must be provided.

### Advanced Passenger Information (APIS)

US and UK government authorities require that all airlines collect Advanced Passenger Information from all passengers prior to travel. You can register Advanced Passenger Information, via My Reservations.

NOTE: If you are travelling to the US, you are required to provide advanced passenger information within 72 hours prior to departure. If your booking is made less than 72 hours prior to departure, you will be asked to provide this information at the time of booking. Passengers who do not provide the information on time may not be permitted to travel.

### You will be asked to provide all, or some of the following information:

- All names (first, middle and last names) exactly as written in your passport
- Date of birth
- Gender
- Passport number and country of issue
- Passport expiry date
- Nationality

### Additional information for US flights:

- Address in the US for the first night's stay (except for citizens or residents of the US)
- Redress number (if applicable). The redress number is a reference number issued by the US Department of Homeland Security (DHS) to travellers who have previously experienced difficulties obtaining entry to the US

NOTE: A visa may be required. See information regarding ESTA and the Visa Waiver program below.

### Privacy statement

*The Transportation Security Administration (TSA) requires you to provide your full name, date of birth, and gender for the purpose of watch list screening, under the authority of 49 U.S.C. section 114, the Intelligence Reform and Terrorism Prevention Act of 2004 and 49 C.F.R parts 1540 and 1560. You may also provide your Redress Number, if available. Failure to provide your full name, date of birth, and gender may result in denial of transport or denial of authority to enter the boarding area.*

*TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA privacy policies, or to review the system of records notice and the privacy impact assessment, please see the TSA website at [www.tsa.gov](http://www.tsa.gov).*

### Visa Waiver Program (VWP) and Electronic System Travel Authorisation (ESTA)

The Visa Waiver Program (VWP) allows citizens of countries that are members of the VWP to travel to the US without applying for a specific visa. It is however a requirement of the US Department of Homeland Security for all passengers eligible to travel under the VWP to apply for an Electronic System Travel Authorisation (ESTA).

ESTA applications must be submitted online and approved prior to departure. Most applications are approved immediately, however US government authorities recommend passengers to submit their application at least 72 hours prior to departure.

- Must be travelling for business, pleasure, transit only
- Stay in the US for less than 90 days
- Hold a confirmed return or onward ticket
- Obtain an ESTA (recommend applications submitted 72 hours prior to departure)

NOTE: If you are not a citizen of a country that is a member of the VWP or do not meet the requirement for the VWP, please contact the US Embassy for information.

Apply for your ESTA here

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## Children

In cases where photo ID is not necessary, we recommend that passengers show birth certificates for infants less than 2 years of age.

When travelling to certain destinations children who are not travelling with both of their parents may need to produce a letter stating that their child is permitted to travel with other adults. Please contact the relevant authorities (e.g. embassy and/or consulate) for further information.

### **Children (Nordic citizens ONLY) travelling between the Nordic countries**

Children (under 18 years of age) travelling with their parents or guardian are not required to provide identification when travelling between the Nordic countries. In this instance, any baggage must be checked in under the adult.

### **Other conditions**

Children travelling alone must adhere to identification requirements for the destination they are travelling to.

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## 15. Children

### **Infants under 2 years old**

Infants less than 2 years on the date of their return flight, or single flight if flying one way, travel free of charge on domestic flights if seated on the lap of an accompanying adult. For international flights, infants pay 10% of the adult fare plus any additional airport taxes, where applicable. An adult can travel with up to two infants, but is then required to purchase an additional seat and travel with a baby seat.

The infant discount does not apply to Premium/PremiumFlex tickets. A seat will not be assigned if you purchase an infant ticket. If you wish to have a seat for your infant, you must book your infant as a child.

### **Children 2 – 11 years old (inclusive)**

Children aged 2 years to 11 years (inclusive) on the date of their return flight, or single flight if flying one way, must book as a child. Children in this age group qualify for a child discount and pay 75% of the adult fare (discount does not apply to airport taxes and charges). The child must be accompanied by an adult 16 years of age and over. An unaccompanied minor service is available for children from 5-15 years (inclusive).

The child discount does not apply to Premium/PremiumFlex tickets.

### **Children 12 – 15 years old (inclusive)**

Children between the age of 12 and 15 years (inclusive) on the date of their return trip may travel

**Children travelling unaccompanied (UM)**

Norwegian offers an Unaccompanied Minor service for children from 5 to 15 years of age (inclusive). For the safety of minors travelling alone, the Unaccompanied Minor service is available to ensure that your child is boarded onto the aircraft, introduced to the flight attendant and turned over to the appropriate person upon arrival at their final destination.

NOTE: We do not accept children travelling as Unaccompanied Minors (UM) to or from Russia, Ukraine, Israel, Kosovo, Bosnia, Serbia, Bulgaria, Turkey, Morocco, United Arab Emirates and Thailand and the United States.

The service is mandatory for children aged 5 to 11 years (inclusive) travelling alone or without an adult (16 years or over) and optional for those aged 12 to 15 years (inclusive). Children under 5 years of age cannot travel alone. Passengers 16 years of age and over are regarded as adults and do not have the ability to utilise this service.

Unaccompanied Minor bookings must be made a minimum of 48 hours before departure via our Contact Centre. An unaccompanied minor charge will apply. Unaccompanied minors aged 5 to 11 years (inclusive) qualify for a child discount and pay 75% of the adult fare (discount does not apply to airport taxes and charges).

At the time of booking a Sender (who will check-in the child) and Receiver (who will collect the child) must be nominated. Valid photographic ID must be presented when checking in and collecting the child. The details on the Sender/Receiver's ID must match the details in the Unaccompanied Minor booking. The Sender must remain at the airport until the child boards their flight and the aircraft departs the gate. Unaccompanied minors will not be accepted to travel if it is evident before departure that there is a possibility of the flight landing at another airport due to adverse weather conditions or other extraordinary circumstances.

- UM are not permitted to bring animals in the cabin or in the cargo
- Children under the age of 5 cannot travel as an UM
- Bookings for UM or requests for additional assistance cannot be made by email.
- UM must check-in at the counter at least 1 hour prior to departure
- UM cannot travel on connecting flights

Please download and present the completed unaccompanied minor form at check-in (total 3 pages).

**NOTE:** Please be advised, we do not accept cash for food and other products purchased onboard many of our flights.

**16. Child Seats**

Passengers travelling with children may use their own child safety restraint system (CRS) onboard Norwegian flights provided that the restraint systems are certified and marked as such.

There is no charge for the use of a child restraint system, but since the CRS must be attached to a passenger seat, a child ticket must be purchased even for children under the age of 2. As a rule a window seat is the preferred location and the accompanying adult must sit next to the child.

**The following CRS are suitable:**

1. Child seats that have been approved by a member state of the Joint Aviation Authorities (JAA), the Federal Aviation Administration (FAA) or Transport Canada for exclusive use in aircraft and are marked accordingly.
2. Child seats that are approved in accordance with safety standard ECE R44/03, 04 or a later version for use in motor vehicles and for children with reduced mobility.
3. Restraint systems that are approved in accordance with Canadian standard CMVSS 213 in case of a Child restraint system, or 213.1 in case of an infant restraint system.
4. That are approved in accordance with US standard FMVSS no.213 for use in motor vehicles and aircraft and that carry a sticker with the following statement in red:

*"THIS CHILD RESTRAINT SYSTEM CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLES SAFETY STANDARDS" and "THIS RESTRAINT IS CERTIFIED FOR USE IN MOTOR VEHICLES AND AIRCRAFT"*

## 17. Animals

Norwegian accepts live animals (dogs and cats only) for transport in accordance with special conditions. Different charges apply if you wish to transport your pet in the cargo hold or in the cabin. If you are travelling with an animal, you must check in at the check-in counter at least 1 hour before departure.

Norwegian is not responsible for verifying that an animal has the necessary documentation, including vaccination documents, prior to travel through, to or from any country. It is the responsibility of the person who has paid for the pet's transportation to pay any fines, costs or any other expenses incurred as a result of insufficient documentation being provided.

NOTE: Snub-nosed animals such as Bulldogs, Boxers, Pekinese or Persian cats can suffer from breathing difficulties in high-stress situations. Please consult your veterinarian before air travel. We recommends for passengers to contact their veterinarian to ensure that the cat/dog is fit to fly. Norwegian does not have a veterinarian available at the airport or during the flight.

- Animals in the cargo hold
- Animals in the cabin

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### Animals in the cargo hold (Flights within Schengen and to/from Svalbard)

Norwegian accepts the transport of animals (cats and dogs) in the cargo hold on flights within Schengen and to/from Svalbard only. NOTE: Cats are not accepted for transport to/from Svalbard.

The transport of pets in the cargo hold is limited to 4 animals per flight. Two animals can be transported in the same cage provided that the animals are well acquainted with each other. The animals should be of comparable size with a maximum weight of 14 kg per animal. If the animals do not meet these requirements, they must be transported in separate cages/kennels. Animals (cats and dogs) must be at least 8 weeks old when transported in the cargo hold.

The owner must be aware of the nature of air travel, particularly in relation to weather conditions on days with high/low temperatures, and determine if their animal is fit to travel under such conditions. The airport is generally a noisy environment which can cause stress to the animal. Extremely cold weather can cause periodic restrictions on live animal transport to/from certain destinations.

NOTE: The animal must remain in the kennel/cage from check-in until pick up at the arrivals hall.

**Cage/kennel - animal in the cargo hold:** The passenger is responsible for arranging the appropriate IATA-approved cat or dog cages/kennels for transportation of their animal. NOTE: steel cages are not accepted on board. The cage/kennel must be of a solid material and be fully waterproof and completely clean. The container must be large enough to allow the animal to stand up, turn round and lay in a natural position. We recommend that the passenger secure the kennel door with zip ties/cable ties before check-in, and ensure that the kennel is not damaged. Damaged kennels will not be accepted for travel.

The container must not exceed the measurements 120x81x84cm (LxWxH). The weight limit of 32 kilos does not apply to transport of animals in cargo (AVIH). The cage/kennel must be clearly marked with the owner's mobile phone number.

NO WHEELS. If the container has wheels, they should be removed or taped securely so that the kennel/cage cannot roll.

**Svalbard:** Passengers must seek prior approval to transport animals to/from Svalbard. Conditions can be found at: Norwegian Food Safety Authority.

**Booking an animal in the cargo hold:** Bookings for animals can be made online or via our Contact Centre. When travelling to/from Svalbard, the dog must be booked via the Contact Centre.

To add your animal to an existing booking, log in to "My Reservations" and follow the prompts. Due to limited capacity, we recommend that you book your ticket and animal at the same time, at least 48 hours prior to departure.

NOTE: Bookings for animals cannot be made by e-mail.

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## Animals in the cabin

(Domestic flights only - excluding to/from Svalbard)

Small animals (cats and dogs) may be carried in the cabin on domestic flights ONLY (excluding to/from Svalbard). We accept one adult animal per passenger, a maximum of two adult animals per flight in separate containers. Up to three small puppies or very small kittens may be booked as one animal and must be transported in the same container in the cabin.

**Cage - animal in the cabin:** The animal must be carried in an IATA-approved cat or dog basket. The container and pet must not exceed 8kg in total gross weight with maximum dimensions of 43x31x20cm. These measurements apply to hard sided cases/cages. We recommend that passengers use a "Sherpa Bag", which can be purchased from most pet stores. The "Sherpa Bags" are made of flexible materials. Such bags will be accepted provided it can be compressed to fall within the maximum dimensions (43x31x20cm) and the animal can fit comfortably in the bag for the duration of the flight.

**Booking an animal in the cabin:** Bookings for animals can be made online or via our Contact Centre. To add your animal to an existing booking, log in to "My Reservations" and follow the prompts. Due to limited capacity, we recommend that you book your ticket and animal at the same time, at least 48 hours prior to departure.

NOTE: Bookings for animals cannot be made by e-mail.

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## 18. Service dogs

Service dogs are accepted on the following Norwegian flights at no extra charge:

- Service dogs or service dogs in training for passengers with special needs are accepted on all Norwegian flights. Emotional support dogs for passengers requiring this assistance will be accepted provided the passenger can show confirmation that the dog is a certified service animal.
- Police and rescue dogs are accepted for carriage on flights between Schengen countries only. NOTE: Svalbard is not a part of Schengen.

The animal is permitted to travel with the passenger in the cabin and must lie or sit on the floor in front of its owner. The animal must be on duty and easily identified as a service dog (e.g. vest).

To avoid delays, we recommend all passengers travelling with a service dog to check-in counter at least 1 hour before departure.

NOTE: Norwegian is not responsible for verifying that an animal has the necessary

**Booking a service dog**

Bookings for service dogs can be made online or via our Contact Centre. Service dogs travelling to/from Svalbard, USA, UK, Ireland and Thailand or on a connecting flight must be booked via our Contact Centre. Service dogs are not accepted on connecting flights via the UK.

To add your service dog to an existing booking, log in to "My Reservations" and follow the prompts. Due to limited capacity, we recommend that you book your ticket service dog at the same time, at least 48 hours prior to departure.

NOTE: Bookings for animals cannot be made by e-mail.

**Svalbard:** Passengers must seek prior approval to transport animals to/from Svalbard. Conditions can be found at: Norwegian Food Safety Authority.

**United Kingdom/Ireland:** For flights to/from the United Kingdom, and Ireland passengers must make their booking via our Contact Centre. Different regulations apply depending on whether you are entering the UK and Ireland from another EU country, listed non-EU country or another unlisted country. Passengers must follow the applicable regulations according to their route of travel as outlined by UK authorities and Irish authorities.

**19. Special needs****Making a booking**

To help us make sure that we can meet your requirements for your trip, we ask you to make your booking and inform us about the assistance you require at least 48 hours before your flight. If you make your booking after this time, we will of course do our best to assist.

It's easy to inform us about your request online, either at the time of booking or after your booking is made by using My Reservations. If you would prefer to talk to us or you are unable to request the assistance you require online, our Contact Centre will be happy to make your booking and help you with your request for special assistance.

Once your booking is confirmed, we will send your travel documents to the email address you have provided detailing the assistance you have requested.

**Check-in**

If you have special needs, you must check in at least 1 hour before departure. This will help us to ensure that we have the ability to properly handle any mobility aids or medical equipment and to allow adequate time to provide the ideal level of service. If you have a specific seat request please inform our airport representatives at check-in. Due to safety restrictions, we are unable to seat you next to an emergency exit.

**Seating**

When making a booking, it is not necessary for you to purchase a specific seat. Provided you tell us about your special needs, we will allocate a suitable seat for you free of charge. If you have any additional requests that you think we will need to keep in mind when allocating your seat, please phone our Contact Centre. If you want a different seat to the one we have allocated, but your request is not relevant to your disability, you may be asked to pay for a seat reservation.

We will do our best to make sure you are seated close to the toilets, and if you are travelling with a companion, we will make sure you are seated together. The seats we allocate will generally have movable armrests to make it easier for you to get in and out. Our seats with extra legroom are often located next to an emergency exit. Due to standard safety standards, we are unable to seat passengers with a disability or reduced mobility in an emergency exit row.

- Requirements for travelling without a companion
- Mobility aids and wheelchair assistance
- Vision and hearing impairments
- Service dogs
- Medical conditions and allergies
- Medical equipment, seating supports and harnesses

## Requirements for travelling without a companion

The majority of passengers with reduced mobility can travel without a companion when travelling with Norwegian. To ensure the safety of all passengers, including passengers with special needs, if certain circumstances exist and if it is determined that a companion is essential for the safety of our aircraft and passengers, some passengers must travel with a companion. This is to meet safety requirements in accordance with the applicable regulations and safety guidelines.

In order to travel independently, you must have the ability to perform the following tasks without assistance:

- Unfasten your seat belt
- Retrieve and fit your life vest
- Reach an emergency exit unaided
- Fit an oxygen mask
- Understand safety instructions given by the cabin crew (either verbally or visually)

Can I travel without a companion?

### Companion

The companion must be capable of providing the abovementioned assistance during your flight. The companion must be at least 16 years old. Each companion cannot assist more than one passenger and must purchase a regular adult fare.

NOTE: Our crew cannot lift you or assist you in the lavatory or with medication. They can assist in simple preparations for a meal, but cannot feed you.

## Mobility and wheelchair assistance

### Travelling with your own wheelchair

At most airports, you will be able to stay into your own wheelchair until you reach the departure gate. However, if our airport representatives inform you that this is not possible, they will provide you with a temporary wheelchair to use at the airport.

To give you plenty of time to board the aircraft, arrive at your boarding gate as early as possible, and at the latest, 30 minutes before departure.

### Electric wheelchairs

If you are travelling with an electric wheelchair, please tell us the size and weight of your wheelchair at the time of booking. This will help us to ensure that we have the ability to safely and securely load your wheelchair onto the aircraft.

There are no size or weight restrictions for electric wheelchairs when travelling to/from the US.

However, for all other flights, electric wheelchairs must not exceed 140 cm (length) x 114 cm (width) x 85 cm (height), with a maximum weight of 200 kg.

We are also limited to the number of electric wheelchairs we can accept on our flights operated by certain aircraft:

- Flights operated by 737-300 aircraft: max 5 electric wheelchairs per flight
- Flights operated with 737-800 aircraft: max 2 electric wheelchairs per flight

If you intend to travel on a connecting flight within Europe, please inform us at the time of booking.

NOTE: We require a 90 minute minimum connection time for passengers travelling with electric wheelchairs on a connecting flight (2 consecutive flights in the same reservation).

### Baggage allowance

- If you are travelling to/from the US, you can bring an unlimited number of mobility aids for your personal use in addition to your checked baggage allowance.
- If you are travelling to/from any other country aside from the US, you can bring up to two mobility aids or wheelchairs for your personal use in addition to your checked baggage allowance.



### **Onboard wheelchair**

All Norwegian aircraft are equipped with a foldable onboard wheelchair to assist you between your seat and the lavatory. Our cabin crew is not able to lift you or assist you in the lavatory. You must be able to move in and out of the wheelchair unassisted or with the assistance of your travel companion. This wheelchair is not emergency equipment and cannot be used during an evacuation.

## **Vision and hearing impairments**

If you have a vision or hearing impairment, and you require special assistance at the airport or during your flight, please make sure you inform us at the time of booking.

For your own safety, please make sure you meet the requirements to travel without a companion before your flight. A companion may be necessary for passengers who are both blind and deaf.

## **Service dogs**

Service dogs are accepted on the following Norwegian flights at no extra charge:

- Service dogs or service dogs in training for passengers with special needs are accepted on all Norwegian flights. Emotional support dogs for passengers requiring this assistance will be accepted provided the passenger can show confirmation that the dog is a certified service animal.
- Police and rescue dogs are accepted for carriage on flights between Schengen countries only. NOTE: Svalbard is not a part of Schengen.

The animal is permitted to travel with the passenger in the cabin and must lie or sit on the floor in front of its owner. The animal must be on duty and easily identified as a service dog (e.g. vest).

To avoid delays, we recommend all passengers travelling with a service dog to check-in counter at least 1 hour before departure.

NOTE: Norwegian is not responsible for verifying that an animal has the necessary documentation, including vaccination documents, prior to travel through, to or from any country. It is the responsibility of the person who has paid for the pet's transportation to pay any fines, costs or any other expenses incurred as a result of insufficient documentation being provided.

### **Booking a service dog**

Bookings for service dogs can be made online or via our Contact Centre. Service dogs travelling to/from Svalbard, USA, UK, Ireland and Thailand or on a connecting flight must be booked via our Contact Centre. Service dogs are not accepted on connecting flights via the UK.

To add your service dog to an existing booking, log in to "My Reservations" and follow the prompts. Due to limited capacity, we recommend that you book your ticket service dog at the same time, at least 48 hours prior to departure.

NOTE: Bookings for animals cannot be made by e-mail.

**Svalbard:** Passengers must seek prior approval to transport animals to/from Svalbard. Conditions can be found at: Norwegian Food Safety Authority.

**United Kingdom/Ireland:** For flights to/from the United Kingdom, and Ireland passengers must make their booking via our Contact Centre. Different regulations apply depending on whether you are entering the UK and Ireland from another EU country, listed non-EU country or another unlisted country. Passengers must follow the applicable regulations according to their route of travel as outlined by UK authorities and Irish authorities.

## Medical conditions and allergies

Some medical conditions may require you to obtain a medical certificate so we can make sure you are fit to fly.

Conditions that may require medical clearance are:

- recent illness, hospitalisation, injury or surgery
- existing unstable medical condition
- need for additional oxygen or use of medical equipment on board
- travelling for medical reasons or treatment

If you have a medical condition, we recommend that you inform our cabin crew onboard your flight.

**Infectious diseases:** Passengers with infectious diseases are not permitted to travel onboard our flights if we determine that such passenger poses a direct threat to the health and safety of other passengers. Examples of infectious diseases are chickenpox, rubella, measles or similar. If symptoms of a disease are visible at the time of departure, a medical certificate must be provided. Norwegian retains the right to refuse passengers who cannot provide the necessary documentation.

**Allergies:** If you are allergic to animals, you can make a request at the time of booking to ensure that dogs/cats will not be booked on board your flight. If an animal has already been booked on board a flight, you will not have the ability to order this special service request.

If you have a nut allergy we advise you to inform our cabin crew when boarding your flight. The cabin crew will make an announcement advising the other passengers onboard that products containing nuts will not be sold and should not be consumed. Please be advised, that despite taking the above precautions, we cannot guarantee that traces of nuts will not be found onboard.

**Medication:** If you require medication for an allergy or for any other reason, we strongly recommend that you pack it in your hand baggage and if possible, keep it in its original packaging. Our cabin crew is unable to administer medication or store your medication in a cool place.

## Medical equipment, seating supports and harnesses

**Oxygen:** If you are aware that you require oxygen onboard your flight, you must bring your own supply, and make this request via our Contact Centre. Each cylinder (including valve and regulator) must not exceed 5kg in total. Cylinders, valves and regulators, where fitted, must be protected from damage. You should advise our check-in agents and cabin crew when travelling with oxygen.

NOTE: We have oxygen onboard for emergency situations only.

**CPAP, POC, ventilator, respirator:** If you require the use of a respirator, ventilator, POC or CPAP machine on board, you must inform our Contact Centre.

**Special seat / support harness:** All passengers must sit upright and strapped in their own seat when they are over 2 years of age. In some cases we can accept that a specially approved child seat (AIC-35/09) is brought onboard to use. This seat can be placed in the ordinary seat in a way that the child can sit leaned back on take-off and landing. This will only be an option for children over 2 years of age that can fit into this special seat.

The Norwegian Civil Aviation Authority has also approved an alternative harness that provides support for the passenger, in addition to the regular seatbelt. The passenger must bring the harness, and the travel companion or carer must know how to use it. For more information, see [www.crelling.com](http://www.crelling.com).

Aside from these options, a body splint that supports the passenger (especially the head) in a sitting position may be used during the flight. Passengers must bring such apparatuses when they travel if required. Norwegian does not provide special seating equipment/support harnesses.

## Other useful information

If you are unable to find the answer to your questions online, or you would like to provide us with feedback about your flight, please contact us.

### Information for passengers travelling to/from USA

For all flights to/from a US destination, Norwegian complies with all regulations contained in US DOT 14 CFR Part 382. The United States Department of Transportation's (US DOT) Final Ruling on Non-Discrimination on the Basis of Disability in Air Travel applies to Norwegian flights operating to and from the US. The following information may be of assistance if you have a complaint or concern regarding discrimination, accommodations or services in respect of a passenger with a disability.

### Complaint Resolution Official (CRO)

If you encounter problems during your flight with Norwegian, please feel free to ask any crew member or ground staff for a Complaint Resolution Official (CRO). Our CRO's are specially trained in awareness and sensitivity as well as in all the applicable regulations and legislation. They will be happy to answer your questions.

### US DOT 14 CFR Part 382 Final Ruling - Non Discrimination on the Basis of Disability in Air Travel

Recent amendments to 14 CFR Part 382 introduced by the United States Department of Transportation's Final Ruling on Non Discrimination on the Basis of Disability in Air Travel are applicable to foreign carriers operating flights to and from the United States. You can access a copy of US DOT 14 CFR Part 382 via:

- Airport: A full copy of this ruling is available on request at our airports servicing the US.
- Telephone: For calls made from within the United States by telephone via the Toll-Free Hotline for Air Travelers with Disabilities at (+1) 1-800-778-4838 1-800-778-4838 (voice) or (+1) 1-800-455-9880 1-800-455-9880 (TTY).
- TTY: By telephone to the Aviation Consumer Protection Division at (+1) 202-366-2220 (+1) 202-366-2220 (voice) or (+1) 202-366-0511 (+1) 202-366-0511 (TTY).
- Post: By mail to the Air Consumer Protection Division, C-75, U.S. Department of Transportation, 1200 New Jersey Ave, SE, West Building, Room W96-432, Washington, DC 20590.

### Regulations and guidelines

- Regulation (EC) 1107/2006
- Safety regulations - Regulation (EC) 1899/2006 (EU-OPS)
- Safety guidelines - European Aviation Safety Agency (EASA)
- Act no. 0101 of 11 June 1993 relating to Aviation (Aviation Act)
- Safety guidelines - TGL-44
- Department for Transport – Code of Practice

## 20. Electric wheelchairs

### Information for passengers with special needs travelling to/from the US (English only) >>

Norwegian will accept a maximum of two electric wheelchairs per flight operated with 737-300 aircraft and a maximum of five electric wheelchairs per flight operated with 737-800 aircraft. The maximum permitted dimensions for an electric wheelchair are 140 cm (length) x 114 cm (width) x 85 cm (height), with a maximum weight of 200 kg. We accept electric wheelchairs powered by both dry and wet cell batteries.

Provided airport facilities permit, you will have the ability to take your electric wheelchair to the boarding gate. Passengers travelling with electric wheelchairs must check in 60 minutes at the latest and at the gate 30 minutes at the latest before departure.

*NOTE: Norwegian requires a 90 minute minimum connection time for passengers travelling with electric wheelchairs on a connecting flight (2 consecutive flights in the same reservation).*

## 21. Pregnant passengers

2/27/2018

InfoUrlNorwegianConditions - Norwegian

|   |   |
|---|---|
| Up to 4 weeks before due date<br>(0-36 weeks)     | You can fly with Norwegian without presenting a medical certificate. If you have any concerns, please seek advice from your doctor.   |
| 4 to 2 weeks before due date<br>(36-38 weeks)     | The flight must not exceed 4 hours.<br>A medical certificate is required confirming that the pregnancy is normal and that you are fit enough to fly. It is recommended that you have your medical certificate available at all times during the flight. |
| Less than 2 weeks before due date<br>(38 + weeks) | Pregnant passengers cannot travel.  |

If you have any questions, please phone our Contact Centre.

NOTE: A normal pregnancy is 40 weeks.

## 22. Group reservations

Group booking requests can be made when a minimum of 10 passengers are travelling together on the same flight.

Group rates are slightly higher than individual prices however, the rules attached to group bookings offer greater flexibility including payment options and name reporting. For small groups (10-15 people) where price is more important than flexibility, it is advisable to book individual tickets online (maximum 9 people per booking). We cannot guarantee the same price for everyone.

Norwegian group bookings are available for flights only. For hotel reservations, or flight + hotel, please contact one of our partners – see the link on our website or contact your travel agent.

Complete your group booking request [here](#).

Different conditions apply depending on the type of group booking:

- Group reservations – all flights excluding to/from USA and Thailand
- Group reservations – flights to/from USA and Thailand
- Sporting groups conditions – within Nordic countries only

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## Group reservations

### All flights excluding to/from USA and Thailand

Group booking requests can be made when a minimum of 10 passengers are travelling together on the same flight.

A group offer with Norwegian is valid for 7 days. If the group booking is made less than 30 days prior to departure, the offer is for 48 hours.

Changes to the current conditions may occur. Any changes will be outlined in the offer sent.

#### Deposit

Deposit (20 % of the ticket price including taxes) will be invoiced 14 days after confirmation.

**Exceptions**

For group booking requests made less than 50 days prior to departure, no deposit will occur. The total amount will be invoiced 30 days prior to departure.

For group bookings made less than 30 days prior to departure, the total amount must be paid by credit card at the latest 24 hours after confirmation.

**Payment information**

Payment can be made by credit card or invoice. For credit card payments, the deposit will be charged per person per leg.

Please note that a fee will incur if payment is overdue.

**Cancellations/reductions**

Bookings can be reduced by up to 10% per flight without loss of deposit. The reduction must be made at least 31 days prior to departure. However reductions of more than 10% are not entitled to a refund of the deposit. The group must still be at least 10 people after the final reduction.

The deposit is non-refundable upon cancellation of the group booking. All reductions must be submitted in writing by responding to the mail/case number applicable to the group booking.

It is not possible to reduce or cancel the group booking less than 31 days prior to departure without any loss.

**Connecting flights**

Passengers are permitted to travel on connecting flights from domestic destinations.

Passengers travelling from the same destination must be booked on the same flight. A maximum 24 hours layover is permitted on the outbound and return journey.

Connecting flights booked less than 31 days prior to departure will be charged by credit card. The deadline for connecting flights is 5 working days prior to departure.

**Additional tickets**

Additional bookings (extra seats) will be priced according to present capacity. Final deadline for any additional bookings are 31 days prior to departure.

**Changes**

Date, time and destination changes are not permitted for group bookings.

**Child discount**

Child discounts are not available for group bookings.

**Infant (under 2 years)**

Infants travel free of charge on domestic flights in Norway, Sweden, Denmark and Finland. On international flights, infants pay 10% of the adult fare excluding any additional airport taxes. Taxes and fees may be charged for infants travelling to certain destinations.

**Name report**

Passenger names must be added at least 14 days prior to departure via our webpage.

By registering a mobile phone number for one of the travelers, Norwegian will be able to send out important information regarding any irregularities / route changes by SMS.

**Baggage**

Included in the group price is 2 pieces of checked baggage (max 20 kg per piece) per person. For more information, see [www.norwegian.com](http://www.norwegian.com)

**Check-in**

Please use Norwegian's check-in kiosks when checking in if the itinerary or booking number is available. Log in to "My Reservations" to obtain travel documents.

**Passport/Visa**

**We recommend all passengers to bring a copy of their travel document when travelling. Log in to "My Norwegian" with the booking reference and a surname of one of the passengers and follow the prompts.**

Please note that we reserve the right to amend flight times.  
Changes in government taxes and fees may apply.  
Unless otherwise specified in these conditions, Norwegian's General Conditions of Carriage will apply to all group bookings.

*Norwegian wishes you a pleasant flight.*

**Norwegian Group Department**  
**Phone: +47 815 11 560**  
**Opening hours: Monday to Friday 9am to 6pm**  
**Website: [www.norwegian.com](http://www.norwegian.com)**

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## **Group reservations Flights to/from USA and Thailand**

Group booking requests can be made when a minimum of 10 passengers are travelling together on the same flight.

A group offer with Norwegian is valid for 7 days. If the group booking is made less than 60 days prior to departure the offer is valid for 48 hours.

Changes to the current conditions may occur. Any changes will be outlined in the offer sent.

### **Deposit**

Deposit (20 % of the ticket price including taxes) will be invoiced 14 days after confirmation. The deposit must be paid in one transaction.

### **Rest balance**

Rest balance will be invoiced 60 days prior to departure.

### **Exceptions**

For group booking requests made less than 80 days prior to departure, no deposit will occur. The total amount will be invoiced 60 days prior to departure.

For group bookings made less than 60 days prior to departure, the total amount will be invoiced 24 hours after confirmation.

For group bookings made less than 30 days prior to departure, the total amount must be paid by credit card 24 hours after confirmation.

### **Payment information**

Payment can be made by credit card or invoice. For credit card payments, the deposit will be charged per person per leg.

Please note that a fee will incur if payment is overdue.

### **Cancellations/reductions**

Bookings can be reduced by up to 10% per flight without loss of deposit. The reduction must be made at least 61 days prior to departure. However reductions of more than 10% are not entitled to a refund of the deposit.

The group must still be at least 10 people after the final reduction.

The deposit is non-refundable upon cancellation of the group booking.

All reductions must be submitted in writing by responding to the mail/case number applicable to the group booking. It is not possible to reduce or cancel the group booking less than 61

Passengers travelling from the same destination must be booked on the same flight. A maximum 24 hours layover is permitted on the outbound and return journey.

Connecting flights booked less than 31 days prior to departure will be charged by credit card. Deadline for connecting flights is 10 working days prior to departure.

**Additional tickets**

Additional bookings (extra seats) will be priced according to present capacity. Final deadline for any additional bookings are 61 days prior to departure.

**Changes**

Date, time and destination changes are not permitted for group bookings.

**Child discount**

Child discount is not available for group bookings.

**Infant (under 2 years)** On international flights infants pay 10% of the adult fare excluding any additional airport taxes. Taxes and fees may be charged for infants travelling to certain destinations.

**Name report**

Passenger names must be added at least 30 days prior to departure via our webpage.

Name changes can be made up to 7 days before departure.

For name changes, please contact the [Groups Department](#) via phone during operating hours.

By registering a mobile phone number for one of the travelers, Norwegian will be able to send out important information regarding any irregularities / route changes by SMS.

**Baggage**

Included in the group price is 2 pieces of checked baggage (max 20 kg per piece) per person.

For more information, see [www.norwegian.com](http://www.norwegian.com)

**Meals**

The group price includes Nice & Tasty menu (two meals including wine, beer or mineral water during the meal service).

We also offer a selection of special diets.

Any special diet has to be preordered at the latest 3 working days prior to departure.

**Check-in**

Please use Norwegian's check-in kiosks when checking in if the itinerary or booking number is available. Log in to "My Reservations" to obtain travel documents.

**Passport/Visa**

Please be aware that a visa or/and passport may be required for travel to some destinations. It is the passenger's responsibility to ensure that they have all the necessary documentation in place to travel. Please contact the relevant authorities (e.g. embassy and/or consulate) for further information.

When travelling to/from the US there are certain requirements which passengers must adhere to. In particular, the US government has set strict regulations regarding mandatory information which must be provided by passengers prior to their flight to the US at least 72 hours before departure. To register mandatory passenger information, log in to "My Reservations" with the booking number and surname for one of the passengers and follow the prompts.

**We recommend all passengers to bring a copy of their travel document when travelling. Log in to "My Norwegian" with the booking reference and a surname of one of the passengers and follow the prompts.**

Please note we reserve the right to amend flight times. Changes in government taxes and fees may apply. Unless otherwise specified in these conditions, Norwegian's General Conditions of Carriage will apply to all group bookings.

Opening hours: Monday to Friday 9am to 6pm  
Website: [www.norwegian.com](http://www.norwegian.com)

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## Sport Norwegian Flights within the Nordic countries only

Norwegian offers rates for sporting groups of minimum 10 passengers. The sporting group must be associated with one of the Nordic Confederations of Sports. Sporting group prices only applies within the Nordic countries.

When making a booking:

- Group name must match the name of the sporting team
- The agreement code is SPORTDY. If the team has a separate agreement code with Norwegian, this may be used instead.
- Write SPORT DY in the comment field

Each of the three elements above must be provided to obtain the sport price.

[Open the group request form here.](#)

### Sport Norwegian booking conditions

Additional bookings will be considered will be considered a new booking and the available ticket price will apply.

The offer from Norwegian is valid for 7 days.

### Changes

Date changes are permitted free of charge if the sporting event is moved/canceled, provided the entire group booking is changed. Changes outside these conditions will be permitted for a fee of NOK 300 per person, per one way. All changes are subject to availability. For changes contact Norwegian Group Department.

### Reduction

The group can be reduced up to 10% up until departure. The group must be at least 10 people after the reduction. The seats must be confirmed as cancelled prior to departure, and Norwegian must be contacted for a refund.

### Refund

A full refund is permitted if the entire group booking is cancelled up to 7 days prior to departure. If the event is cancelled, a full refund will be issued up to departure, provided documentation can be provided.

### Child discount

Child discount does not apply to group bookings.

### Deposit

No deposit required for Sport Norwegian bookings.

### Payment

The total amount must be paid in one transaction at least 30 days before departure.

### Payment Information

Payments may be made by credit card or bank transfer. A credit card fee will apply per person per segment.



follow the prompts.

A one-time code will be sent to the email address registered at the time of booking which will enable the names to be registered. It is therefore important that the email address provided at the time of booking is correct.

Name changes are permitted free of charge up to 3 hours before departure. Log in to "My Reservations" to make a name change.

A mobile phone number for one of the passengers travelling on the group booking must be provided (remember country code). This number will be used to inform of any updates regarding irregularities / route changes.

### **Baggage**

The Sport Norwegian group price includes 2 pieces of checked baggage (max 20 kg per piece) in addition to 1 piece of sports equipment (up to 15 kg per bag) per person. If any piece of luggage weighs more than 20 kg, the extra weight will be charged as excess luggage. Individual baggage units must not exceed 32kg. Excess baggage fees must be paid to our handling agents at the airport.

We accept 1 piece of hand baggage (max 10 kg - 55x40x20cm) per person.

### **Check in**

Sporting groups can use Norwegian's check-in kiosks if the itinerary or booking number is available when checking in. Log in to "My Reservations" to obtain travel documents.

Please note we reserve the right to amend flight times. Changes in government taxes and fees may apply.

Norwegian wishes you a pleasant flight.

### **Norwegian Group Department**

**Phone: +47 815 11 560**

**Opening hours: Monday to Friday 9am to 6pm**

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## **23. Connections**

- Connecting flights (one reservation)
- Connections with Norwegian (separate reservations)
- Connections with alternative carriers or other means of transport

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### **Connecting flights (one reservation)**

Norwegian's connecting flights (2 consecutive flights under the one reservation) are only available to certain destinations. A service charge will apply.

If you have booked a connecting flight, in most cases your checked baggage will be transported to your final destination. If you are travelling from an international flight with an onward connection on a domestic flight, different customs clearance conditions apply to the transport of checked baggage.

If you have purchased a connecting flight with a scheduled overnight stop, you must collect your luggage and check in again the following day. Norwegian is not responsible for any costs in relation to a scheduled overnight stop.

NOTE: We require a 90 minute minimum connection time for passengers with electric wheelchairs and immobile passengers travelling on a connecting flight (2 consecutive flights in the same reservation). Norwegian does not sell connecting flights for children traveling alone. You cannot request to change two separate tickets to a connecting flight after the booking is made.

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#### Connections with Norwegian (separate reservations)

If you choose to purchase consecutive flights under separate reservations (intended as a connection), we require a transit time of at least 120 minutes.

If you do leave a gap of at least 120 minutes between arrival and new departure and miss your connecting flight because of circumstances for which Norwegian can be held responsible, contact our Customer Centre and we will do our utmost to book you a seat on a later Norwegian departure on which there are available seats. This is providing there are seats available on the flight in question.

Two consecutive flights (intended as a connection) without 120 minutes transit time, is purchased at your own risk.

NOTE: Norwegian does not generally take responsibility for connecting flights, not even between the airline's own flights, unless we are liable for compensation in the event of a delay (See Article 10 in Norwegian's General Conditions of Carriage).

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#### Connections with alternative carriers or other means of transport

Norwegian is not responsible for onward connections with other airlines or other means of transport unless Norwegian is liable for compensation if passengers miss their connecting flight in accordance with Section 10 in Norwegian's General Conditions of Carriage.

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#### 24. Delays

Norwegian apologises if your flight has been disrupted. Please use this information to establish what you may be entitled to and to submit a claim.

If your flight is delayed, you will be entitled to assistance in accordance with EU Regulation 261/2004.

If your flight is delayed, and the delay exceeds two hours for flights up to 1500 km or three hours for flights between 1500 and 3500 km, you are entitled meals and refreshments in relation to the length of delay, paid hotel expenses if you are offered a flight the next day (including transportation to and from airport and hotel) and two free telephone calls, fax messages or e-mail messages. Meals will not be offered in cases which may cause additional delays.

For delays of 5 hours or more, you have the option to change your flight, and any onward flight with Norwegian, including the return, free of charge. You are also permitted to change the date of travel to a later date within 14 days after original departure, assuming there are seats available. If your reason for travel no longer exists, you are entitled to a full refund, including onward flights on Norwegian and the return journey.

To change your ticket, log in to My Reservations and follow the prompts.

| Claim Type  | Claim Form         |
|---|--------------------|
| <b>Refund of unused ticket – delays 5 hours or more</b><br>If your flight is delayed for 5 hours or more, and you choose not to | Ticket Refund Form |

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InfoUrlNorwegianConditions - Norwegian

If you are entitled to claim for reimbursement of expenses according to EU passenger rights, please complete our Expense Refund Form.

Expense Refund Form

NOTE: All claims will be assessed in accordance with the applicable regulations/guidelines. Original receipts must be provided upon request (photocopies not accepted).

**Claims can also be submitted by post:**

Norwegian Air Shuttle  
Customer Relations  
PO Box 115  
1330 Fornebu  
Norway

**Lengthy delays on the tarmac – flights from the US**

In the event of a lengthy delay on the tarmac in the US, we will ensure that all passengers are handled in accordance with our Tarmac Delay Contingency Plan.

**25. Cancellations**

Norwegian apologises if your flight has been disrupted. Please use this information to establish what you may be entitled to and to submit a claim.

If your flight is cancelled, you will be entitled to assistance in accordance with EU Regulation 261/2004. This is also available at the airport.

**Cancellations due to circumstances outside Norwegian's control**

If your flight is cancelled due to extraordinary circumstances such as those described below, Norwegian will do all possible to provide you with an alternative flight at no extra cost. You have the option to change your flight, and any onward flight with Norwegian, including the return, free of charge. You are also permitted to change the date of travel to a later date, assuming there are seats available. If your reason for travel no longer exists, you are entitled to a full refund, including onward flights on Norwegian and the return journey.

Circumstances outside Norwegian's control which could not have been avoided even when all possible measures are taken may include: cancellation due to weather conditions, the result of weather conditions that affected earlier departures, technical problems that occur unexpectedly and are considered a risk to flight safety, strikes or other types of work conflict that cause operational problems, allocated slots due to restrictions by Air Traffic Control, unexpected illness of airline crew and other unforeseen circumstances that represent a safety hazard and are beyond our control.

**Cancellation due to circumstances within our control**

If your flight is cancelled due to circumstances within our control, such as conditions described below, you are entitled to an alternative flight with Norwegian at no extra cost. If you do not want to rebook your flight you are entitled to a full refund of the cost of your cancelled flight, in addition to any onward flights that you have with Norwegian, including your return ticket. You also have the option to choose an alternative routing with Norwegian. You are entitled to meals and refreshments in relation to the length of delay, paid hotel expenses if you are offered a flight the next day (including transportation to and from airport and hotel), two free telephone calls, fax messages or e-mail messages. In addition you are also entitled to compensation which is determined by the length of your original flight (please see below).

Cancellations caused by conditions within our control may include: scheduled flight program changes on commercial reasons, or reasons within the airline's control, foreseeable technical issues, and staff shortages that should have been foreseen. Compensation according to length of journey:

- 250 Euro for flights of 1500 km or less
- 400 Euro for flights between 1500 and 3500 km
- 600 Euro for flights over 3500 km

You are not entitled to compensation if:

- Sufficient information concerning cancellation of your flight has been provided no less than two weeks prior to the scheduled departure of your flight.

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- Information concerning cancellation of your flight has been provided no more than seven days prior to the original scheduled departure time of your flight and you are offered an alternative route which enables you to depart a maximum one hour earlier than your original scheduled departure time and you arrive at your destination a maximum of two hours later than scheduled.

The compensation you are entitled to may be reduced by 50% if:

- For flights of less than 1500 km, you are offered an alternative route with a flight that departs earlier than one hour prior to scheduled departure of your original flight, and you arrive at your destination no later than two hours after scheduled time of arrival.
- For flights between 1500 and 3500 km, you are offered an alternative route with a flight that departs earlier than one hour prior to scheduled departure of your original flight, and you arrive at your destination no later than three hours after your scheduled arrival time.
- For flights over 3500 km, you are offered an alternative route with a flight that departs earlier than one hour prior to scheduled departure of your original flight, and you arrive at your destination no later than four hours after your scheduled arrival time.

| Claim Type  | Claim Form          |
|---|---------------------|
| <b>Refund unused ticket</b><br>To request a refund for your unused ticket, complete our Ticket Refund Form.   | Ticket Refund Form  |
| <b>Claim for expenses</b><br>If you are entitled to claim for reimbursement of expenses according to EU passenger rights, please complete our Expense Refund Form.  | Expense Refund Form |
| <b>Compensation</b><br>Compensation is only provided if the cancellation is deemed to be within the control of the Carrier.<br><br>If you are entitled to claim for compensation according to EU passenger rights, please complete our Expense Refund Form. | Expense Refund Form |

NOTE: All claims will be assessed in accordance with the applicable regulations/guidelines. Original receipts must be provided upon request (photocopies not accepted).

**Claims can also be submitted by post:**

Norwegian Air Shuttle  
 Customer Relations  
 PO Box 115  
 1330 Fornebu  
 Norway

**26. Denied boarding**

If your flight is overbooked and you have been denied a reserved seat on your Norwegian flight, you may be entitled to monetary compensation in accordance with the applicable regulations as outlined below.

**All flights (excluding flights from the US)**

If you are denied boarding we will provide compensation in accordance with EU Regulation 261/2004.

If you were denied boarding outside the US and are entitled to claim for compensation according to EU passenger rights, please complete our Denied Boarding Form.

**Flights from the US**

If you are denied boarding on a flight from the US, we will provide compensation in accordance with

## 27. Travelling to the US

When travelling to/from the US and UK there are certain regulations regarding mandatory information which you must provide prior your flight. The following information may be used as a guideline for the mandatory information that must be provided.

### Advanced Passenger Information (APIS)

US and UK government authorities require that all airlines collect Advanced Passenger Information from all passengers prior to travel. You can register Advanced Passenger Information, via My Reservations.

NOTE: If you are travelling to the US, you are required to provide advanced passenger information within 72 hours prior to departure. If your booking is made less than 72 hours prior to departure, you will be asked to provide this information at the time of booking. Passengers who do not provide the information on time may not be permitted to travel.

### You will be asked to provide all, or some of the following information:

- All names (first, middle and last names) exactly as written in your passport
- Date of birth
- Gender
- Passport number and country of issue
- Passport expiry date
- Nationality

### Additional information for US flights:

- Address in the US for the first night's stay (except for citizens or residents of the US)
- Redress number (if applicable). The redress number is a reference number issued by the US Department of Homeland Security (DHS) to travellers who have previously experienced difficulties obtaining entry to the US

NOTE: A visa may be required. See information regarding ESTA and the Visa Waiver program below.

### Privacy statement

*The Transportation Security Administration (TSA) requires you to provide your full name, date of birth, and gender for the purpose of watch list screening, under the authority of 49 U.S.C. section 114, the Intelligence Reform and Terrorism Prevention Act of 2004 and 49 C.F.R parts 1540 and 1560. You may also provide your Redress Number, if available. Failure to provide your full name, date of birth, and gender may result in denial of transport or denial of authority to enter the boarding area.*

*TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA privacy policies, or to review the system of records notice and the privacy impact assessment, please see the TSA website at [www.tsa.gov](http://www.tsa.gov).*

### Visa Waiver Program (VWP) and Electronic System Travel Authorisation (ESTA)

The Visa Waiver Program (VWP) allows citizens of countries that are members of the VWP to travel to the US without applying for a specific visa. It is however a requirement of the US Department of Homeland Security for all passengers eligible to travel under the VWP to apply for an Electronic System Travel Authorisation (ESTA).

ESTA applications must be submitted online and approved prior to departure. Most applications are approved immediately, however US government authorities recommend passengers to submit their application at least 72 hours prior to departure.

For updated information regarding the Visa Waiver Program and passport requirements for citizens, please visit the Department of Homeland Security.

### VWP requirements:

- Must be travelling for business, pleasure, transit only
- Stay in the US for less than 90 days

Apply for your ESTA here

## 28. Special needs - USA

To help ensure that we can meet your requirements for your flight, we ask you to please make your booking with assistance at least 48 hours prior to departure. If you make your booking after this time, we will do our best to assist. On this page you can find the information you need about the types of services we offer. Please pay careful attention to our terms and conditions and booking requirements.

To ensure that we have the ability to properly handle any mobility aids or medical equipment and to allow adequate time to provide the ideal level of service, we recommend that all passengers with special needs check in at least 1 hour before departure.

### Can I travel without a companion?

The majority of passengers with special needs can travel without a companion when travelling with Norwegian. To ensure the safety of all passengers, including passengers with special needs, and to avoid the delay of a possible evacuation, if certain circumstances exist and we determine that a companion is essential for the safety of our aircraft and passengers, some passengers must travel with a companion. This is to meet safety requirements in accordance with the applicable legislations.

If you cannot complete one or more of the following tasks, you must travel with a companion:

- Lift yourself
- Unfasten your seat belt
- Retrieve and fit your life vest
- Reach an emergency exit unaided
- Fit an oxygen mask
- Communicate with cabin crew and understand safety instructions given by the cabin crew (either verbally or visually)

Examples of passengers required to travel with a companion includes, but may not be limited to:

- Passengers with mental disabilities who are unable to comprehend or respond to safety instructions.
- Passengers with severe mobility impairments who are unable to physically assist in their own evacuation of the aircraft.
- Passenger with severe hearing and vision impairments who cannot establish a means of communication with our personnel that is adequate to permit transmission of safety briefings and to enable the passenger to assist in their own evacuation of the aircraft.

### Companion

All companions must be capable of providing the necessary assistance during your flight. The companion must be at least 16 years old. Each companion cannot assist more than one passenger and must purchase a regular adult fare.

NOTE: Our crew cannot lift you or assist you in the lavatory or with medication. They can assist in simple preparations for a meal, but cannot feed you.

### Online bookings - special needs

We offer passengers with special needs the ability to book certain services online. Our online tool will show if we have the capacity to meet your requirements for the flight selected. To add a special service request to your existing booking, click here. Please note that special needs requests cannot be made via email.

| Special needs            | Requirements/service provided  |
|--------------------------|--|
| Online bookings          |  |
| WCHC – Wheelchair (seat) | Assistance for passengers that require a wheelchair through the terminal and to/from their seat on the aircraft. A companion may be necessary. Passengers travelling with an electric wheelchair must book via our Contact Centre – see information below. |

|   |  |
|---|--|
| <b>WCHR – Wheelchair (ramp)</b>         | Assistance for passengers that can ascend/descend steps and are able to move to/from the aircraft to their seat onboard, but may have difficulty walking long distances. Wheelchair/assistance is required through the terminal and to/from the aircraft.  |
| <b>Vision/Hearing impairments</b>       | Assistance for hearing and visually impaired passengers through the terminal and to/from their seat on the aircraft. A companion may be necessary for passengers who are both blind and deaf.  |
| <b>Service dog in cabin/ cargo hold</b> | Service dogs or service dogs in training for passengers with special needs are accepted on Norwegian flights at no extra charge. Police and rescue dogs are accepted for carriage on flights between Schengen countries only. Conditions apply. For more information, <a href="#">click here</a> . |
| <b>Allergic to animals</b>              | Passengers allergic to animals can ensure that dogs/cats will not be booked onboard their flight. If an animal has already been booked onboard the flight, you will not have the ability to order this special service request.  |

#### **Travelling with your own wheelchair, mobility aid and/or medical equipment**

Passengers with reduced mobility are permitted to bring two pieces of mobility equipment (an unlimited number of pieces for flights to and from the US) in addition to necessary medical equipment related to their needs free of charge.

When travelling with your own wheelchair or mobility aid it may not always be possible to bring it to the boarding gate. In cases such as this, we will provide you with a temporary wheelchair at the airport.

#### **Electric wheelchair**

Passengers travelling with an electric wheelchair must make their booking via our Contact Centre. We accept electric wheelchairs powered by both dry and wet cell batteries. To ensure that we have the ability to safely and securely load your wheelchair onto the aircraft, please provide the weight and dimensions at the time of booking.

Provided airport facilities permit, you will have the ability to take your electric wheelchair to the boarding gate. Passengers travelling with electric wheelchairs must arrive at the boarding gate at least 30 minutes prior to departure.

*NOTE: Norwegian requires a 90 minute minimum connection time for passengers travelling with electric wheelchairs on a connecting flight (2 consecutive flights in the same reservation).*

#### **Onboard wheelchair for persons with reduced mobility (PRM)**

All Norwegian aircraft are equipped with a foldable onboard wheelchair to assist with moving the passenger between their seat and the lavatory. The passenger must be able to move in and out of their wheelchair unassisted or with the assistance of their travel companion. Cabin crew are not able to lift the passenger or assist passengers in the lavatory. This wheelchair is not emergency equipment and cannot be used during an evacuation.

#### **Oxygen**

If you are aware that you require oxygen onboard your flight, you must bring your own supply, and make this request via our Contact Centre. Each cylinder (including valve and regulator) must not exceed 5kg in total. Cylinders, valves and regulators, where fitted, must be protected from damage. You should advise our check-in agents and cabin crew when travelling with oxygen.

#### **CPAP, POC, ventilator, respirator**

Passengers who require the use of a respirator, ventilator, POC or CPAP machine onboard, must make this request via our Contact Centre.

not offer this assistance to passengers travelling with children or excess amounts of luggage.

**Seating**

Norwegian will make all reasonable efforts to accommodate your seating request. Safety issues regulated by international laws may necessitate specific seating arrangements for passengers with reduced mobility. If your mobility is reduced you will not be allowed to sit in a seat near, or adjacent to, an emergency exit.

**Special seat / support harness**

In general, all passengers must sit upright and strapped in their own seat when they are over 2 years of age. In some cases we can accept that a specially approved child seat (AIC-35/09) is brought onboard to use. This seat can be placed in the ordinary seat in a way that the child can sit leaned back on take-off and landing. This will only be an option for children over 2 years of age that can fit into this special seat.

The Norwegian Civil Aviation Authority has also approved an alternative harness that provides support for the passenger, in addition to the regular seatbelt. The passenger must bring the harness, and the travel companion or carer must know how to use it. For more information, see [www.crelling.com](http://www.crelling.com). Aside from these options, a body splint that supports the passenger (especially the head) in a sitting position may be used during the flight. Passengers must bring such apparatuses when they travel if required. Norwegian does not provide special seating equipment/support harnesses.

**Allergies**

If you have a nut allergy we advise you to phone our Contact Centre and inform our cabin crew when boarding your flight. The cabin crew will make an announcement advising the other passengers onboard that products containing nuts will not be sold and should not be consumed. If you require medication for your allergy, this must be brought onboard as we do not carry such supplies. Please be aware that our cabin crew are unable to administer such medication.

For passengers that are allergic to animals, please see information above.

**Infectious diseases**

Passengers with infectious diseases are not permitted to travel onboard our flights if we determine that such passenger poses a direct threat to the health and safety of other passengers. Examples of infectious diseases are chickenpox, rubella, measles or similar. If symptoms of a disease are visible at the time of departure, a medical certificate must be provided. Norwegian retains the right to refuse passengers who cannot provide the necessary documentation.

*Norwegian provides its services in accordance with Regulation (EC) 1107/2006 of the European Parliament and of the Council and we adhere to applicable safety regulations published in Regulation (EC) 1899/2006 (EU-OPS) and Act no. 0101 of 11 June 1993 relating to Aviation (Aviation Act) and safety guidelines presented in TGL-44 and by the European Aviation Safety Agency (EASA).*

**Additional information for passengers with special needs travelling to/from the USA**

For all flights to/from a US destination, Norwegian complies with all regulations contained in US DOT 14 CFR Part 382. The United States Department of Transportation's (US DOT) Final Ruling on Non-Discrimination on the Basis of Disability in Air Travel applies to Norwegian flights operating to and from the US. The following information may be of assistance if you have a complaint or concern regarding discrimination, accommodations or services in respect of a passenger with a disability.

**Complaint Resolution Official (CRO)**

If you encounter problems during your flight with Norwegian, please feel free to ask any crew member or ground staff for a Complaint Resolution Official (CRO). Our CRO's are specially trained in awareness and sensitivity as well as in all the applicable regulations and legislation. They will be happy to answer your questions.

**US DOT 14 CFR Part 382 Final Ruling - Non Discrimination on the Basis of Disability in Air Travel**



- **Airport:** A full copy of this ruling is available on request at our airports servicing the US.
- **Telephone:** for calls made from within the United States by telephone via the Toll-Free Hotline for Air Travelers with Disabilities at (+1) 1-800-778-4838 (voice) or (+1) 1-800-455-9880 (TTY).
- **TTY:** by telephone to the Aviation Consumer Protection Division at (+1) 202-366-2220 (voice) or (+1) 202-366-0511 (TTY).
- **Post:** by mail to the Air Consumer Protection Division, C-75, U.S. Department of Transportation, 1200 New Jersey Ave, SE, West Building, Room W96-432, Washington, DC 20590.
- **Internet:** visit the Aviation Consumer Protection Division's website.

## 29. Customer service plan

### Lowest fare available

We are committed to offering our passengers the lowest available fares for their specific flights. Generally, the lowest fares for any given flight are available through Norwegian's website, [www.norwegian.com](http://www.norwegian.com). If you do not have a specific flight date or time, we will provide you with a range of different fares from which to choose from.

### Delays, cancellations and diversions

In the event of a delay, cancellation or diversion that is 30 minutes or more, Norwegian will notify passengers within 30 minutes after becoming aware of the disruption. This information will also be provided on [www.norwegian.com](http://www.norwegian.com) and will be available via our Contact Centre. Announcements will be made at the boarding gate area for flights departing from the US. Flight display systems will also be updated, provided that Norwegian has control over such displays or can provide the information to the party who controls the display.

### Lengthy delays on the tarmac

In the event of lengthy tarmac delays at US airports, Norwegian will act in accordance with its Tarmac Delay Contingency Plan in order to ensure that the essential needs of all passengers are met.

### Accommodating passengers with reduced mobility in the event of a delay

Passengers with disabilities and special needs will be appropriately accommodated, including during lengthy tarmac delays at US airports, in accordance with Part 382 of US Department of Transportation regulations and Norwegian's general conditions of carriage.

### Assistance in the event of a cancellation or delay

Whilst we will always strive to ensure that all of our flights depart according to schedule, unfortunately due to the nature of the aviation industry, it is inevitable that delays may occur from time to time. In the event of a cancellation or delay, we will do our utmost to rebook passengers on the next available flight to their destination with Norwegian, and provide other accommodations to mitigate passenger inconveniences in accordance with Regulation (EC) 261/2004. Any compensation or associated costs incurred will be reimbursed in accordance with Regulation (EC) 261/2004.

### Baggage delivery

In the event that your baggage does not arrive on your flight to or from the US, Norwegian will make reasonable efforts to ensure that your baggage is promptly delivered within 24 hours. Norwegian will reimburse costs in accordance with the provisions outlined in the Montreal Convention. Norwegian will refund any baggage fees charged if the bag is lost.

### Cancelling reservations

Norwegian will provide a refund for flights to and from the US if you choose to cancel the booking within 24 hours of purchase, provided that the booking is made at least one week prior to travel.

### Refunds

Refunds due will be promptly issued to the credit card used at the time of booking. Cash payments will be reimbursed to a nominated account within 20 days. Fees charged for optional services that were unavailable or not provided due to an over sale situation or flight cancellation will be refunded to the passenger.

### Overbooking

In instances where flights are oversold, we will handle all "bumped" passengers with fairness and consistency in accordance with Part 250 of US Department of Transport regulations and our policies and procedures for determining boarding priority.

### Other travel policies

Norwegian's travel policies, cancellation policy, frequent flyer rules and aircraft seating configuration, including lavatory availability, are available on [www.norwegian.com](http://www.norwegian.com) and via our Contact Centre.

The Customer Relations Department is available to address any concerns or feedback received. Correspondence will be acknowledged within 30 days and a subsequent response will be sent within 60 days of the date received. We do not have the ability to provide a formal response to any comments or concerns posted on our social networking sites. The Customer Relations Department can be contacted online, or by post; Norwegian Air Shuttle ASA, Customer Relations, PO Box 115, 1330 Fornebu, Norway.

### **30. Tarmac delay contingency plan**

(For flights to/from the US only)

If you experience a lengthy delay on the tarmac in the US, we will ensure that all passengers are handled in accordance with our tarmac delay contingency plan. We have dedicated sufficient resources to implement our tarmac delay contingency plan and our plan has been coordinated with US airport authorities, Customs and Border Protection and the Transport Security Administration at each airport that Norwegian operates to/from, including diversion airports.

In such event, Norwegian will not permit an aircraft to remain on the tarmac for more than four hours without allowing passengers to disembark. However, if it is established by the pilot that there is a safety or security related reason to prevent passengers from disembarking or if air traffic control should inform that disembarkation would significantly disrupt airport operations, passengers will be asked to remain onboard.

Norwegian will provide adequate food and potable water no more than two hours after the aircraft leaves the gate or touches down, unless the pilot determines that safety or security reasons preclude such service from being provided.

Norwegian will ensure that operable lavatory facilities are available and will provide adequate medical attention, if needed, while the aircraft remains on the tarmac.

Our crew will provide information to passengers regarding the reason for the delay, if known, and updated information regarding the status of the flight beginning 30 minutes after the scheduled departure and every 30 minutes thereafter.

For aircraft that remain at the gate with the flight door open, Norwegian will inform that you may leave the aircraft and return to the gate or another disembarkation area if such an opportunity exists beginning 30 minutes after the scheduled departure (including revised departure times) and every 30 minutes thereafter.

### **31. Optional services and charges**

Specific information regarding optional services and charges may be obtained at [www.norwegian.com](http://www.norwegian.com), via our Contact Centre, or from one of Norwegian's authorised agents.

**EXHIBIT B**

[Menu](#)[Sign in](#)[Legal](#)

# General Conditions of Carriage

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## Article 1: Definitions

### Agreed Stopping Places

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

### Airline Designator Code

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

### Authorised Agent

A sales agent authorised by us to sell our services.

### Baggage

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

### Baggage Check

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

### Baggage Identification Tag

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

### Booking

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

### Booking Reference

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

## **Checked Baggage**

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

## **Connecting Flight**

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

## **Contact Centre**

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

## **Conventions**

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

## **Damage**

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

## **Days**

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

## **Electronic Coupon**

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

## **Electronic Ticket**

A ticket issued electronically comprising of Electronic Coupons.

## **Fare**

The applicable price we have set for a Booking.

## **Fare Rules**

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

## **Force Majeure**

2/27/2018

General Conditions of Carriage

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

## **General Conditions of Carriage**

These General Conditions of Carriage.

## **Hand Baggage**

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

## **Itinerary**

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

## **Optional Services**

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

## **Rules**

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

## **SDR**

Special Drawing Right as defined by the International Monetary Fund.

## **Tariff**

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

## **Ticket**

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

## **Voluntary Disembarkations**

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

**you, your, the passenger, the customer**

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

**we, us, our, the Carrier, Norwegian**

Norwegian Air Shuttle ASA

**Website**

www.norwegian.com, www.norwegian.no, www.norwegian.dk, www.norwegian.se, www.norwegian.es, www.norwegian.co.uk, www.norwegian.fi, www.norwegian.com/fr, www.norwegian.com/nl, www.norwegian.com/de, www.norwegian.com/pl, www.norwegian.com/en, www.norwegian.com/ie, www.norwegian.com/us, www.norwegian.com/ar, www.norwegian.com/sg.

**Article 2: Applicability****2.1 General**

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

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

**2.2 Charter**

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

**2.3 Mandatory statutory provisions**

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

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

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

## 2.5 Governing Law

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

# Article 3: Tickets

## 3.1 General

The Ticket constitutes proof that a contract has been concluded between us and the passenger whose name is stated on the Ticket. If a Ticket has not been issued, the Booking and consequent payment will constitute proof that a contract has been concluded. In these circumstances, the General Conditions of Carriage will apply.

## 3.2 Your right to carriage

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

**3.2.2** We will only provide carriage to the person whose name is stated on the Ticket. You must present valid identification identical to the name on the Ticket on demand in accordance with the rules specified in Article 15. If you cannot present valid identification or the necessary travel documents, e.g. passport or visa, on demand, we reserve the right to refuse you carriage.

## 3.3 Transferability

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

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

## 3.4 Non-issue of Ticket



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

### 3.5 Validity

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

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

### 3.6 Our name and address

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

## Article 4: Voluntary Disembarkations

### 4.1 General

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

## Article 5: Fares, Taxes and Charges

### 5.1 Fares

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

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

### 5.2 Valid Fares

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

### 5.3 Taxes and charges

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

#### 5.4 Currency

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

#### 5.5 Value added tax (VAT)

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

#### 5.6 Service charge and credit card surcharge

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

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

## Article 6: Bookings and Fare Rules

### 6.1 Confirmation of Booking

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

### 6.2 Personal data

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

**6.2.2** You hereby accept that the personal data we have received has been provided for the purposes of making a Booking, buying a Ticket, providing ancillary services such as hotel bookings and car rental, facilitating special arrangements and facilities for disabled passengers and other passengers with special wishes/requirements, ordering special meals, simplifying routines in relation to immigration and arrival procedures, and supplying such data to government authorities in connection with the flight. For these purposes you accept that we may retain and use such data and that we may transfer these to our own offices, Authorised Agents, government authorities, other carriers and others who provide such services. Your personal data will not be used for marketing purposes unless you have consented to this in advance.

## 6.3 Fare Rules

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

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

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

## 6.4 Seat reservation

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

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

# Article 7: Special discounts for residents and large families

## 7.1 Discounts for residents

**7.1.1** Entitlement to discounts on the price of scheduled air transport extends to Spanish citizens, citizens of any country of the European Union or countries which are part of the European Economic Area or Switzerland, as well as their family members who are third country nationals enjoying the right to permanent residency and citizens who are third country nationals enjoying long-term residency, who can prove their status as resident of the Canary Islands, the Balearic Islands, or the cities of Ceuta or Melilla.

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

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or for reasons of force majeure. Passengers with residence in Ceuta will benefit from the same discount on flights to or from the airports of Malaga, Jerez or Seville.

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

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

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

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

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

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

**7.1.8** Name changes will not be permitted.

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

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

## **7.2 Discounts for large families**

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

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

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

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

**7.2.5** Name changes will not be permitted.

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

## **Article 8: Check-in and Boarding**

### **8.1 Check-in deadlines**

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

## 8.2 Boarding deadlines

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

## 8.3 Failure to meet check-in and boarding deadlines

If you fail to meet check-in and boarding deadlines, we will not be liable to you for any loss or expense you suffer. Non-refundable tickets will be forfeited. You may be entitled to a refund of taxes/charges pursuant to clause 12.5.

# Article 9: Refusal and Limitation of Carriage

## 9.1 Right to refuse carriage

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

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

- a)** Such measures are necessary to comply with given laws, regulations or other provisions issued by government authorities;
- b)** The carriage of you or your baggage may endanger the safety and health of other passengers and/or the crew;
- c)** You are under the influence of alcohol or narcotics;
- d)** You have interfered with flight crew members or cabin crew in the performance of their duties (as set forth in 49 U.S.C. 46504) during previous flights and we have reason to believe that such reprehensible behaviour may be repeated;
- e)** Your behaviour is disruptive to other passengers or crew;
- f)** You have refused to submit to a security check;

- g)** You have not paid the applicable Fare, taxes or other charges;
- h)** It appears that you lack valid travel documents, or intend to destroy these during the flight, or you refuse to present travel documents to the crew on demand;
- i)** You present a Ticket or Booking which has been obtained unlawfully or has been purchased from a source other than us or our Authorised Agents, or which has been reported lost or stolen, is a forgery, or the passenger cannot prove his or her identity in relation to the name on the Ticket or Booking;
- j)** You refuse to follow our safety instructions;
- k)** You have previously committed one of the acts or omissions described above.

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

## **9.2 Unaccompanied minors, pregnant passengers and passengers with special needs**

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

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

## **Article 10: Baggage**

### **10.1 Objects that cannot be accepted as Baggage**

**10.1.1** You may not place the following in you Baggage:

- a)** Objects that are not baggage as defined in Article 1,
- b)** Objects that may cause damage to and/or endanger the aircraft, persons or goods on board the aircraft, such as for example the objects listed in the Safe Transport of Dangerous Goods Regulations of the International Civil Aviation Association (ICAO) or the International Air Transport Association (IATA);

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- c) Objects whose carriage is not permitted by law, regulations or provisions issued by any state from, to or through which the flight takes place;
- d) Objects which in our opinion are unsuitable for carriage in that they are deemed a safety hazard, or unsuitable for carriage on account of weight, size, shape or other properties, or which are fragile or perishable;
- e) Live animals, except as described in clause 10.8.

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

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

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

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

**10.1.6** For flights that do not include a point of origin or destination in the United States, if objects described in Article 10.1 are nonetheless included in your baggage despite the fact that this is prohibited, we will not be liable for the loss of, or damage to these objects.

## 10.2 Right to refuse carriage of Baggage

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

- a) Objects described in clause 10.1 are discovered in your Baggage;



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**b)** The Baggage is of such a size, shape, weight, content or other properties that they are unsuitable for carriage on board an aircraft;

**c)** The Baggage is not packed properly in suitable packaging, such that normal conditions we can guarantee that it will arrive undamaged.

### 10.3 Right to inspect

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

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

### 10.4 Checked Baggage

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

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

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

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

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

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

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

**a)** If Checked Baggage is not included in the Fare in accordance with the applicable Fare Rules, Checked Baggage will be accepted upon payment of the applicable charge. Sporting equipment and musical instruments are considered Optional Services and will be accepted upon payment of the applicable charge. The current

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Rules regarding size, weight and piece limits and charges for Checked Baggage, including sporting equipment and musical instruments may be obtained on demand from us, our Website or from one of our Authorised Agents. Such Rules and charges and may change.

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

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

## 10.5 Excess Baggage

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

## 10.6 Hand Baggage

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

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

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

## 10.7 Retrieval of Baggage

**10.7.1** You must retrieve your Checked Baggage as soon as it is available at your final destination or stopping place. If you do not retrieve your Baggage within a reasonable time, we may impose a storage fee. If you have

not retrieved your Baggage within three (3) months after it was made available, the Baggage will be removed and we will have no liability for any loss you suffer as a result.

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

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

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

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

## 10.8 Animals

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

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

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

## Article 11: Schedules and Flight Irregularities

### 11.1. Schedules

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

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

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

### 11.2 Cancellations and delays

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

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

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

**a)** We will take all reasonable measures to carry you to your final destination under comparable transport conditions at the earliest opportunity.

**b)** We will provide re-routing to your final destination at a later date at your convenience under comparable transport conditions, subject to availability of seats.

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

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

**11.2.4** Should some of the circumstances mentioned in 11.2.3 a), b), c) and d) occur, except as provided by applicable law, the remedies in Article 10 will be the only remedies available to you and we will accept no further liability to you. Liability will be limited in accordance with clause 15.4.

### 11.3 Overbooking

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

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

### 11.4 Connecting Flights

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

## Article 12: Refunds

### 12.1 General

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

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

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

### 12.2 Recipient of refund

**12.2.1** All refunds will be made by crediting the debit or credit card registered as the means of payment for the Booking. Cash payments will be reimbursed to a nominated bank account.

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

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

### 12.3 Refunds due to cancellations

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

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

### 12.4 Refunds

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

- a) If no part of the Ticket has been used, a sum equivalent to the total Fare will be refunded, less the applicable service charges and cancellation fees.
- b) If part of the Ticket has been used, a sum corresponding to the difference between the Fare and the applicable Fare for travel between the airports where the Ticket has been used will be refunded, less the applicable service charges and cancellation fees.

### 12.5 Refunds of taxes/charges

If according to the Fare Rules your Booking is non-refundable, you can apply for a refund of government taxes and charges for unused Bookings.

### 12.6 Right to refuse a refund

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

## 12.7 Currency

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

## 12.8 Refund authorisation

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

# Article 13: Conduct on board

## 13.1 General

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

## 13.2 Use of electronic equipment

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

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

# Article 14: Agreements for Other Services

## 14.1 General

If we make arrangements with a third party to provide you with any services other than carriage by air, or if we issue a ticket or voucher for services (other than carriage by air) provided by a third party, such as hotel reservations or car rental, in doing so we act only as your agent for such services. The terms and conditions of

the third party service provider will apply. We shall have no liability for such services, except for negligence on our part in making the arrangements.

## Article 15: Administrative Formalities

### 15.1 General

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

### 15.2 Travel documents

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

### 15.3 Refusal of entry

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

### 15.4 Your liability for fines and charges

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

### 15.5 Customs inspection

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

### 15.6 Security screening

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



## Article 16: Liability for Damage

### 16.1 General

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

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

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

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

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

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

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

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

### 16.2 Liability for Damage to Baggage

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

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

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

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

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

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

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

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

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

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

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

### 16.3 Liability for personal injury and death

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

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

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

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

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

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

**i.** is not an admission of liability;

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

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

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

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

## 16.4 Liability for delays

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

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

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

## Article 17: Complaints, Claims and Legal Proceedings

### 17.1 Deadlines for Baggage claims

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

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

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

**17.1.4** If you wish to claim for delayed Baggage, you must make your claim no later than twenty one (21) Days after the Baggage was made available. In addition to your claim, the original Property Irregularity Report must be provided as attached documentation. Please note that you will need to follow our claims process and requirements, and that completing a Property Irregularity Report at the airport is not considered submitting a claim and will not fill the requirements to comply with the time limit for claims, as stated in Article 31 of the Montreal Convention.

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

### 17.2 Customer Complaints and Claims

If you wish to submit a complaint or claim, you can contact us online: [www.norwegian.com/claims](http://www.norwegian.com/claims).

### 17.3 Escalated Complaints and Claims

**17.3.1** If, after we have provided a final response, you are still unhappy with the outcome of your complaint or claim, you can escalate your complaint or claim to an external dispute resolution provider.

**a)** For complaints and claims relating to flights to/from the UK, you can escalate your case to AviationADR. This is a free to use service approved by the UK Civil Aviation Authority to provide dispute resolution services and an independent view of your complaint under the Alternative Dispute Resolution (ADR) for Consumer Disputes (Competent Authorities and Information) Regulations 2015. You will need to refer your case to them within 12 months of receiving your final response from us. You can submit your case to: [www.aviationadr.org.uk](http://www.aviationadr.org.uk). Alternatively, your case can be addressed to:

AviationADR  
12 – 14 Walker Avenue  
Stratford Office Village  
Wolverton Mill  
Milton Keynes  
MK12 5TW, UK

**b)** For complaints and claims relating to flights outside of the UK, you can escalate your case to the National Enforcement Body in the country where your flight took place ([norwegian.com/neb](http://norwegian.com/neb)).

**17.3.2** We are required to inform that an Online Dispute Resolution (ODR) platform has been set up by the European Commission providing access to alternative dispute resolution (<http://ec.europa.eu/consumers/odr/>). We are currently not subscribed to the ODR platform and any complaints or claims submitted here will not reach us.

## Article 18: Termination

### 18.1 General

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

## Article 19: Authorisation

### 19.1 General

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

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## **EXHIBIT C**

## I

*(Acts whose publication is obligatory)*

**REGULATION (EC) No 261/2004 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL**  
**of 11 February 2004**  
**establishing common rules on compensation and assistance to passengers in the event of denied**  
**boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91**  
**(Text with EEA relevance)**

THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 80(2) thereof,

Having regard to the proposal from the Commission <sup>(1)</sup>,

Having regard to the opinion of the European Economic and Social Committee <sup>(2)</sup>,

After consulting the Committee of the Regions,

Acting in accordance with the procedure laid down in Article 251 of the Treaty <sup>(3)</sup>, in the light of the joint text approved by the Conciliation Committee on 1 December 2003,

Whereas:

- (1) Action by the Community in the field of air transport should aim, among other things, at ensuring a high level of protection for passengers. Moreover, full account should be taken of the requirements of consumer protection in general.
- (2) Denied boarding and cancellation or long delay of flights cause serious trouble and inconvenience to passengers.
- (3) While Council Regulation (EEC) No 295/91 of 4 February 1991 establishing common rules for a denied boarding compensation system in scheduled air transport <sup>(4)</sup> created basic protection for passengers, the number of passengers denied boarding against their will remains too high, as does that affected by cancellations without prior warning and that affected by long delays.

(4) The Community should therefore raise the standards of protection set by that Regulation both to strengthen the rights of passengers and to ensure that air carriers operate under harmonised conditions in a liberalised market.

(5) Since the distinction between scheduled and non-scheduled air services is weakening, such protection should apply to passengers not only on scheduled but also on non-scheduled flights, including those forming part of package tours.

(6) The protection accorded to passengers departing from an airport located in a Member State should be extended to those leaving an airport located in a third country for one situated in a Member State, when a Community carrier operates the flight.

(7) In order to ensure the effective application of this Regulation, the obligations that it creates should rest with the operating air carrier who performs or intends to perform a flight, whether with owned aircraft, under dry or wet lease, or on any other basis.

(8) This Regulation should not restrict the rights of the operating air carrier to seek compensation from any person, including third parties, in accordance with the law applicable.

(9) The number of passengers denied boarding against their will should be reduced by requiring air carriers to call for volunteers to surrender their reservations, in exchange for benefits, instead of denying passengers boarding, and by fully compensating those finally denied boarding.

<sup>(1)</sup> OJ C 103 E, 30.4.2002, p. 225 and OJ C 71 E, 25.3.2003, p. 188.

<sup>(2)</sup> OJ C 241, 7.10.2002, p. 29.

<sup>(3)</sup> Opinion of the European Parliament of 24 October 2002 (OJ C 300 E, 11.12.2003, p. 443), Council Common Position of 18 March 2003 (OJ C 125 E, 27.5.2003, p. 63) and Position of the European Parliament of 3 July 2003, Legislative Resolution of the European Parliament of 18 December 2003 and Council Decision of 26 January 2004.

<sup>(4)</sup> OJ L 36, 8.2.1991, p. 5.

- (10) Passengers denied boarding against their will should be able either to cancel their flights, with reimbursement of their tickets, or to continue them under satisfactory conditions, and should be adequately cared for while awaiting a later flight.
- (11) Volunteers should also be able to cancel their flights, with reimbursement of their tickets, or continue them under satisfactory conditions, since they face difficulties of travel similar to those experienced by passengers denied boarding against their will.
- (12) The trouble and inconvenience to passengers caused by cancellation of flights should also be reduced. This should be achieved by inducing carriers to inform passengers of cancellations before the scheduled time of departure and in addition to offer them reasonable re-routing, so that the passengers can make other arrangements. Air carriers should compensate passengers if they fail to do this, except when the cancellation occurs in extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.
- (13) Passengers whose flights are cancelled should be able either to obtain reimbursement of their tickets or to obtain re-routing under satisfactory conditions, and should be adequately cared for while awaiting a later flight.
- (14) As under the Montreal Convention, obligations on operating air carriers should be limited or excluded in cases where an event has been caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken. Such circumstances may, in particular, occur in cases of political instability, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcomings and strikes that affect the operation of an operating air carrier.
- (15) Extraordinary circumstances should be deemed to exist where the impact of an air traffic management decision in relation to a particular aircraft on a particular day gives rise to a long delay, an overnight delay, or the cancellation of one or more flights by that aircraft, even though all reasonable measures had been taken by the air carrier concerned to avoid the delays or cancellations.
- (16) In cases where a package tour is cancelled for reasons other than the flight being cancelled, this Regulation should not apply.
- (17) Passengers whose flights are delayed for a specified time should be adequately cared for and should be able to cancel their flights with reimbursement of their tickets or to continue them under satisfactory conditions.
- (18) Care for passengers awaiting an alternative or a delayed flight may be limited or declined if the provision of the care would itself cause further delay.
- (19) Operating air carriers should meet the special needs of persons with reduced mobility and any persons accompanying them.
- (20) Passengers should be fully informed of their rights in the event of denied boarding and of cancellation or long delay of flights, so that they can effectively exercise their rights.
- (21) Member States should lay down rules on sanctions applicable to infringements of the provisions of this Regulation and ensure that these sanctions are applied. The sanctions should be effective, proportionate and dissuasive.
- (22) Member States should ensure and supervise general compliance by their air carriers with this Regulation and designate an appropriate body to carry out such enforcement tasks. The supervision should not affect the rights of passengers and air carriers to seek legal redress from courts under procedures of national law.
- (23) The Commission should analyse the application of this Regulation and should assess in particular the opportunity of extending its scope to all passengers having a contract with a tour operator or with a Community carrier, when departing from a third country airport to an airport in a Member State.
- (24) Arrangements for greater cooperation over the use of Gibraltar airport were agreed in London on 2 December 1987 by the Kingdom of Spain and the United Kingdom in a joint declaration by the Ministers of Foreign Affairs of the two countries. Such arrangements have yet to enter into operation.
- (25) Regulation (EEC) No 295/91 should accordingly be repealed,

HAVE ADOPTED THIS REGULATION:

Article 1

**Subject**

1. This Regulation establishes, under the conditions specified herein, minimum rights for passengers when:

- (a) they are denied boarding against their will;
- (b) their flight is cancelled;
- (c) their flight is delayed.

2. Application of this Regulation to Gibraltar airport is understood to be without prejudice to the respective legal positions of the Kingdom of Spain and the United Kingdom with regard to the dispute over sovereignty over the territory in which the airport is situated.

3. Application of this Regulation to Gibraltar airport shall be suspended until the arrangements in the Joint Declaration made by the Foreign Ministers of the Kingdom of Spain and the United Kingdom on 2 December 1987 enter into operation. The Governments of Spain and the United Kingdom will inform the Council of such date of entry into operation.

## Article 2

### Definitions

For the purposes of this Regulation:

- (a) 'air carrier' means an air transport undertaking with a valid operating licence;
- (b) 'operating air carrier' means an air carrier that performs or intends to perform a flight under a contract with a passenger or on behalf of another person, legal or natural, having a contract with that passenger;
- (c) 'Community carrier' means an air carrier with a valid operating licence granted by a Member State in accordance with the provisions of Council Regulation (EEC) No 2407/92 of 23 July 1992 on licensing of air carriers <sup>(1)</sup>;
- (d) 'tour operator' means, with the exception of an air carrier, an organiser within the meaning of Article 2, point 2, of Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours <sup>(2)</sup>;
- (e) 'package' means those services defined in Article 2, point 1, of Directive 90/314/EEC;
- (f) 'ticket' means a valid document giving entitlement to transport, or something equivalent in paperless form, including electronic form, issued or authorised by the air carrier or its authorised agent;
- (g) 'reservation' means the fact that the passenger has a ticket, or other proof, which indicates that the reservation has been accepted and registered by the air carrier or tour operator;
- (h) 'final destination' means the destination on the ticket presented at the check-in counter or, in the case of directly connecting flights, the destination of the last flight; alternative connecting flights available shall not be taken into account if the original planned arrival time is respected;
- (i) 'person with reduced mobility' means any person whose mobility is reduced when using transport because of any physical disability (sensory or locomotory, permanent or temporary), intellectual impairment, age or any other cause

of disability, and whose situation needs special attention and adaptation to the person's needs of the services made available to all passengers;

- (j) 'denied boarding' means a refusal to carry passengers on a flight, although they have presented themselves for boarding under the conditions laid down in Article 3(2), except where there are reasonable grounds to deny them boarding, such as reasons of health, safety or security, or inadequate travel documentation;
- (k) 'volunteer' means a person who has presented himself for boarding under the conditions laid down in Article 3(2) and responds positively to the air carrier's call for passengers prepared to surrender their reservation in exchange for benefits.
- (l) 'cancellation' means the non-operation of a flight which was previously planned and on which at least one place was reserved.

## Article 3

### Scope

1. This Regulation shall apply:
  - (a) to passengers departing from an airport located in the territory of a Member State to which the Treaty applies;
  - (b) to passengers departing from an airport located in a third country to an airport situated in the territory of a Member State to which the Treaty applies, unless they received benefits or compensation and were given assistance in that third country, if the operating air carrier of the flight concerned is a Community carrier.
2. Paragraph 1 shall apply on the condition that passengers:
  - (a) have a confirmed reservation on the flight concerned and, except in the case of cancellation referred to in Article 5, present themselves for check-in,
    - as stipulated and at the time indicated in advance and in writing (including by electronic means) by the air carrier, the tour operator or an authorised travel agent,
 or, if no time is indicated,
    - not later than 45 minutes before the published departure time; or
  - (b) have been transferred by an air carrier or tour operator from the flight for which they held a reservation to another flight, irrespective of the reason.
3. This Regulation shall not apply to passengers travelling free of charge or at a reduced fare not available directly or indirectly to the public. However, it shall apply to passengers having tickets issued under a frequent flyer programme or other commercial programme by an air carrier or tour operator.

<sup>(1)</sup> OJ L 240, 24.8.1992, p. 1.

<sup>(2)</sup> OJ L 158, 23.6.1990, p. 59.

4. This Regulation shall only apply to passengers transported by motorised fixed wing aircraft.

5. This Regulation shall apply to any operating air carrier providing transport to passengers covered by paragraphs 1 and 2. Where an operating air carrier which has no contract with the passenger performs obligations under this Regulation, it shall be regarded as doing so on behalf of the person having a contract with that passenger.

6. This Regulation shall not affect the rights of passengers under Directive 90/314/EEC. This Regulation shall not apply in cases where a package tour is cancelled for reasons other than cancellation of the flight.

#### Article 4

##### Denied boarding

1. When an operating air carrier reasonably expects to deny boarding on a flight, it shall first call for volunteers to surrender their reservations in exchange for benefits under conditions to be agreed between the passenger concerned and the operating air carrier. Volunteers shall be assisted in accordance with Article 8, such assistance being additional to the benefits mentioned in this paragraph.

2. If an insufficient number of volunteers comes forward to allow the remaining passengers with reservations to board the flight, the operating air carrier may then deny boarding to passengers against their will.

3. If boarding is denied to passengers against their will, the operating air carrier shall immediately compensate them in accordance with Article 7 and assist them in accordance with Articles 8 and 9.

#### Article 5

##### Cancellation

1. In case of cancellation of a flight, the passengers concerned shall:

- (a) be offered assistance by the operating air carrier in accordance with Article 8; and
- (b) be offered assistance by the operating air carrier in accordance with Article 9(1)(a) and 9(2), as well as, in event of re-routing when the reasonably expected time of departure of the new flight is at least the day after the departure as it was planned for the cancelled flight, the assistance specified in Article 9(1)(b) and 9(1)(c); and
- (c) have the right to compensation by the operating air carrier in accordance with Article 7, unless:
  - (i) they are informed of the cancellation at least two weeks before the scheduled time of departure; or

- (ii) they are informed of the cancellation between two weeks and seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than two hours before the scheduled time of departure and to reach their final destination less than four hours after the scheduled time of arrival; or

- (iii) they are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival.

2. When passengers are informed of the cancellation, an explanation shall be given concerning possible alternative transport.

3. An operating air carrier shall not be obliged to pay compensation in accordance with Article 7, if it can prove that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

4. The burden of proof concerning the questions as to whether and when the passenger has been informed of the cancellation of the flight shall rest with the operating air carrier.

#### Article 6

##### Delay

1. When an operating air carrier reasonably expects a flight to be delayed beyond its scheduled time of departure:

- (a) for two hours or more in the case of flights of 1 500 kilometres or less; or
- (b) for three hours or more in the case of all intra-Community flights of more than 1 500 kilometres and of all other flights between 1 500 and 3 500 kilometres; or
- (c) for four hours or more in the case of all flights not falling under (a) or (b),

passengers shall be offered by the operating air carrier:

- (i) the assistance specified in Article 9(1)(a) and 9(2); and
- (ii) when the reasonably expected time of departure is at least the day after the time of departure previously announced, the assistance specified in Article 9(1)(b) and 9(1)(c); and
- (iii) when the delay is at least five hours, the assistance specified in Article 8(1)(a).

2. In any event, the assistance shall be offered within the time limits set out above with respect to each distance bracket.

## Article 7

**Right to compensation**

1. Where reference is made to this Article, passengers shall receive compensation amounting to:

- (a) EUR 250 for all flights of 1 500 kilometres or less;
- (b) EUR 400 for all intra-Community flights of more than 1 500 kilometres, and for all other flights between 1 500 and 3 500 kilometres;
- (c) EUR 600 for all flights not falling under (a) or (b).

In determining the distance, the basis shall be the last destination at which the denial of boarding or cancellation will delay the passenger's arrival after the scheduled time.

2. When passengers are offered re-routing to their final destination on an alternative flight pursuant to Article 8, the arrival time of which does not exceed the scheduled arrival time of the flight originally booked

- (a) by two hours, in respect of all flights of 1 500 kilometres or less; or
- (b) by three hours, in respect of all intra-Community flights of more than 1 500 kilometres and for all other flights between 1 500 and 3 500 kilometres; or
- (c) by four hours, in respect of all flights not falling under (a) or (b),

the operating air carrier may reduce the compensation provided for in paragraph 1 by 50 %.

3. The compensation referred to in paragraph 1 shall be paid in cash, by electronic bank transfer, bank orders or bank cheques or, with the signed agreement of the passenger, in travel vouchers and/or other services.

4. The distances given in paragraphs 1 and 2 shall be measured by the great circle route method.

## Article 8

**Right to reimbursement or re-routing**

1. Where reference is made to this Article, passengers shall be offered the choice between:

- (a) — reimbursement within seven days, by the means provided for in Article 7(3), of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant,
  - a return flight to the first point of departure, at the earliest opportunity;
- (b) re-routing, under comparable transport conditions, to their final destination at the earliest opportunity; or

(c) re-routing, under comparable transport conditions, to their final destination at a later date at the passenger's convenience, subject to availability of seats.

2. Paragraph 1(a) shall also apply to passengers whose flights form part of a package, except for the right to reimbursement where such right arises under Directive 90/314/EEC.

3. When, in the case where a town, city or region is served by several airports, an operating air carrier offers a passenger a flight to an airport alternative to that for which the booking was made, the operating air carrier shall bear the cost of transferring the passenger from that alternative airport either to that for which the booking was made, or to another close-by destination agreed with the passenger.

## Article 9

**Right to care**

1. Where reference is made to this Article, passengers shall be offered free of charge:

- (a) meals and refreshments in a reasonable relation to the waiting time;
- (b) hotel accommodation in cases
  - where a stay of one or more nights becomes necessary, or
  - where a stay additional to that intended by the passenger becomes necessary;
- (c) transport between the airport and place of accommodation (hotel or other).

2. In addition, passengers shall be offered free of charge two telephone calls, telex or fax messages, or e-mails.

3. In applying this Article, the operating air carrier shall pay particular attention to the needs of persons with reduced mobility and any persons accompanying them, as well as to the needs of unaccompanied children.

## Article 10

**Upgrading and downgrading**

1. If an operating air carrier places a passenger in a class higher than that for which the ticket was purchased, it may not request any supplementary payment.

2. If an operating air carrier places a passenger in a class lower than that for which the ticket was purchased, it shall within seven days, by the means provided for in Article 7(3), reimburse

- (a) 30 % of the price of the ticket for all flights of 1 500 kilometres or less, or

- (b) 50 % of the price of the ticket for all intra-Community flights of more than 1 500 kilometres, except flights between the European territory of the Member States and the French overseas departments, and for all other flights between 1 500 and 3 500 kilometres, or
- (c) 75 % of the price of the ticket for all flights not falling under (a) or (b), including flights between the European territory of the Member States and the French overseas departments.

#### Article 11

##### Persons with reduced mobility or special needs

1. Operating air carriers shall give priority to carrying persons with reduced mobility and any persons or certified service dogs accompanying them, as well as unaccompanied children.
2. In cases of denied boarding, cancellation and delays of any length, persons with reduced mobility and any persons accompanying them, as well as unaccompanied children, shall have the right to care in accordance with Article 9 as soon as possible.

#### Article 12

##### Further compensation

1. This Regulation shall apply without prejudice to a passenger's rights to further compensation. The compensation granted under this Regulation may be deducted from such compensation.
2. Without prejudice to relevant principles and rules of national law, including case-law, paragraph 1 shall not apply to passengers who have voluntarily surrendered a reservation under Article 4(1).

#### Article 13

##### Right of redress

In cases where an operating air carrier pays compensation or meets the other obligations incumbent on it under this Regulation, no provision of this Regulation may be interpreted as restricting its right to seek compensation from any person, including third parties, in accordance with the law applicable. In particular, this Regulation shall in no way restrict the operating air carrier's right to seek reimbursement from a tour operator or another person with whom the operating air carrier has a contract. Similarly, no provision of this Regulation may be interpreted as restricting the right of a tour operator or a third party, other than a passenger, with whom an operating air carrier has a contract, to seek reimbursement or compensation from the operating air carrier in accordance with applicable relevant laws.

#### Article 14

##### Obligation to inform passengers of their rights

1. The operating air carrier shall ensure that at check-in a clearly legible notice containing the following text is displayed in a manner clearly visible to passengers: 'If you are denied boarding or if your flight is cancelled or delayed for at least two hours, ask at the check-in counter or boarding gate for the text stating your rights, particularly with regard to compensation and assistance'.
2. An operating air carrier denying boarding or cancelling a flight shall provide each passenger affected with a written notice setting out the rules for compensation and assistance in line with this Regulation. It shall also provide each passenger affected by a delay of at least two hours with an equivalent notice. The contact details of the national designated body referred to in Article 16 shall also be given to the passenger in written form.
3. In respect of blind and visually impaired persons, the provisions of this Article shall be applied using appropriate alternative means.

#### Article 15

##### Exclusion of waiver

1. Obligations vis-à-vis passengers pursuant to this Regulation may not be limited or waived, notably by a derogation or restrictive clause in the contract of carriage.
2. If, nevertheless, such a derogation or restrictive clause is applied in respect of a passenger, or if the passenger is not correctly informed of his rights and for that reason has accepted compensation which is inferior to that provided for in this Regulation, the passenger shall still be entitled to take the necessary proceedings before the competent courts or bodies in order to obtain additional compensation.

#### Article 16

##### Infringements

1. Each Member State shall designate a body responsible for the enforcement of this Regulation as regards flights from airports situated on its territory and flights from a third country to such airports. Where appropriate, this body shall take the measures necessary to ensure that the rights of passengers are respected. The Member States shall inform the Commission of the body that has been designated in accordance with this paragraph.

2. Without prejudice to Article 12, each passenger may complain to any body designated under paragraph 1, or to any other competent body designated by a Member State, about an alleged infringement of this Regulation at any airport situated on the territory of a Member State or concerning any flight from a third country to an airport situated on that territory.

3. The sanctions laid down by Member States for infringements of this Regulation shall be effective, proportionate and dissuasive.

#### Article 17

##### Report

The Commission shall report to the European Parliament and the Council by 1 January 2007 on the operation and the results of this Regulation, in particular regarding:

- the incidence of denied boarding and of cancellation of flights,
- the possible extension of the scope of this Regulation to passengers having a contract with a Community carrier or holding a flight reservation which forms part of a 'package

tour' to which Directive 90/314/EEC applies and who depart from a third-country airport to an airport in a Member State, on flights not operated by Community air carriers,

- the possible revision of the amounts of compensation referred to in Article 7(1).

The report shall be accompanied where necessary by legislative proposals.

#### Article 18

##### Repeal

Regulation (EEC) No 295/91 shall be repealed.

#### Article 19

##### Entry into force

This Regulation shall enter into force on 17 February 2005.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Strasbourg, 11 February 2004.

*For the European Parliament*

*The President*

P. COX

*For the Council*

*The President*

M. McDOWELL



CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

BRIDGET MAZZINI, PATRICIA J. PAWLAK, and JOSEPH ANDRIS on behalf of themselves and all others similarly situated

(b) County of Residence of First Listed Plaintiff: Marin (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number): CORNERSTONE LAW GROUP, 351 California Street, Suite 600, San Francisco, CA 94104; (415) 625-5025

DEFENDANTS

NORWEGIAN AIR SHUTTLE NAS

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
3 Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant
X 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- X 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation-Transfer
8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C § 1332(a)(2)

Brief description of cause:

Breach of contract for failure to comply with incorporated Regulation (EC) 261/2004

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) X SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 03/13/2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ Gordon W. Renneisen

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## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Norwegian Air Owes California Passengers for Canceled, Delayed Flights](#)

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