

# **AIR ALGERIE**

## **GENERAL CONDITIONS OF CARRIAGE**

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## ▪ **ARTICLE1 : DEFINITIONS**

Within these conditions and except as otherwise provided for herein, the following terms are used with the meaning given below:

### **Actual Carrier or Real Carrier« operating carrier »**

means the carrier actually making the flight.

### **Administration Fees**

means fees charged, where applicable, to the Passenger by the Carrier and/or its Authorised Agent, in particular in consideration for the modification ("Modification Fees"), reissue ("Reissue Fees") or refund ("Refund Fees") of a Ticket. The Passengers shall be informed by the Carrier of the amount of applicable Administration Fees prior to finalisation of their Reservation. The amount of said Fees is available from the Carrier or its Authorised Agent.

### **Authorised Agent**

means an individual or legal entity that is authorised by the Carrier to represent the Carrier in the sale of air carriage tickets for its services or for the services of another Carrier if said agent is so authorized.

### **AIR ALGERIE**

Refers to «Air Algérie Company», An Economic, Public and joint stock company (EPE/SPA), with its head office at 01 Place Maurice Audin, Algiers registered with the Registry of Commerce under number 00B0091100 16/00.

### **Airline Designator Code**

means the code issued by the IATA, which identifies each carrier that is a member of this association using two or more alphabetical, numerical or alphanumeric characters and that is shown on the Ticket in combination with the flight number.

### **Air Carriage or «Air Travel»**

means the carriage of a Passenger and their Baggage by an aircraft, as defined by the applicable Convention.

### **Air Algérie Website**

means the website [www.airalgerie.dz](http://www.airalgerie.dz)

### **Baggage**

means the effects and other personal items that accompany Passengers during their journey. Except as otherwise provided for, this term includes both Checked Baggage and Unchecked Baggage.

### **Baggage Check**

means the portion of the Baggage Identification Form issued to the Passenger by the Carrier, relating to the carriage of Checked Baggage.

### **Baggage Identification Form**

means a tag issued by the Carrier for the sole purpose of identifying Checked Baggage and that includes a portion that is affixed to the Baggage ("Baggage Tag") and another portion that is issued to the Passenger for the identification of said Baggage ("Baggage Check").

### **Behavioural fare**

Fare dedicated to all categories of customers.

### **Contractual Carrier or «Contracting Carrier »**

means the carrier with which the Passenger has concluded a Contract of Carriage and for which the Designator Code appears on the Ticket.

### **Code Share Flightor « Code Share»**

means a flight operated by an Air Carrier that can be either the Carrier with which the Passenger has concluded a Contract of Carriage ("Contracting Carrier" or "Contractual Carrier"), or another Carrier (Carrier providing the flight or "Actual Carrier") with which the Contracting Carrier has associated its Designator Code.

### **Coupon**

means a paper Flight Coupon or an Electronic Coupon, each of which bears the name of the Passenger who should take the flight identified on the Coupon.

### **Chartering**

means operation by which the Carrier ("Contracting Carrier ") delegates to another Carrier ("Actual Carrier") the carry of passenger for all or part of the flight covered by the contract of carriage.

### **"Check-in Deadline" or "CID" or "Check-in Closing"**

means the time limit before which Passengers must have carried out their formalities, in particular check-in, including, where applicable, checking in their Baggage, and be in possession of their boarding card or pass.

### **Conjunction Ticket**

means a Ticket the issue of which is rendered necessary because of the large number of coupons for a primary Ticket, which together constitute a single Contract of Carriage.

### **Contract of Carriage**

means the declarations and provisions appearing on the Ticket, identified as such and incorporating notices to Passengers.

### **Convention**

means, as applicable:

- (a) The Convention for the Unification of Certain Rules relating to International Carriage by Air, signed in Warsaw on October 12, 1929.
- (b) The Hague Protocol of 28 September 1955, which amended the Warsaw Convention.
- (c) The Convention for the Unification of Certain Rules for International Carriage by Air signed in Montreal on May 28, 1999.

### **Damage**

Refers to deaths, injuries or any other bodily injury suffered by a passenger, caused by an accident onboard the plane or during boarding or disembarkation operations. This term also means damage that result from a delay, total or partial loss, or alteration of luggage occurring during Air Carriage. It also means damage resulting from the delay caused to passengers and/or baggage during air carriage.

### **Days**

means the calendar days that include the seven days of the week, it being understood that in the event of notice being issued, the dispatch day is not included and that, in order to determine the validity of a Ticket, the date of Ticket issue or the flight departure date are not counted.

### **Electronic Coupon**

means an electronic Flight Coupon or any other document that has the same value, which is stored in a digital format in the Carrier's computerised reservation system.

### **Electronic Miscellaneous Document « EMD »**

Electronic document issued by an airline or accredited agent for various services. There are two types of EMD:

- **EMD Associated**

Electronic document used for various services (excess baggage, animal transport, .....). The EMD-A status is linked to that of the electronic ticket, which is consumed during transport.

- **EMD Stand-Alone**

Electronic document used for various services such as (revalidation penalties, refunds, No-shows, ....).

This EMD is issued independently of the electronic ticket. The reservation status of this type of EMD does not follow that of the ticket.

### **Electronic Ticket (E-TKT or E-TICKET)**

means "Itinerary and Receipt", the electronic Flight Coupon or any other document that has the same value, issued by the Carrier or an Authorised Agent.

**Executive Decree n°16-175**

National regulation defining the conditions and procedures for the application of public air transport passengers rights.

**Fares**

means the fare for a journey reserved by the Passenger, in a reservation class, for given routes, flights and, where applicable dates.

**Flight Coupon**

means the portion of the Ticket identified as being "valid for carriage" or, for Electronic Tickets, the Electronic Coupon that shows the exact points between which the Passenger must be carried.

**Flight by Rail/Sea/Road**

means "combined carriage" whereby Air Carriage and the other forms of carriage are sold together and may be performed under different liability systems.

**Force Majeure**

Means unusual, unforeseeable, unavoidable and insurmountable circumstances, the consequences of which could not have been avoided despite all the care and attention exercised.

**General Conditions of Carriage**

means these general conditions of carriage.

**Gross Fare or «Fare Including Tax»**

means the Net Fare plus Taxes

**IATA « International Air Transport Association »**

means the International Air Transport Association, created in April 1945 in Montreal, the purpose of which is to encourage the development of safe, regular and economical air carriage and to promote air services and study the problems related thereto.

**Immediate Family**

means the spouses, children, direct ascendants, siblings, grandparents and grandchildren.

**Internal Flight or «Domestic Flight»**

means any flight for which the departure and arrival town are within the same State, within territorial continuity.

### **International Flight**

means, as defined by the Convention, any flight for which the departure point and arrival point and, possibly, the stopover point, are located on the territory of at least two States that are parties to the Convention, notwithstanding stopovers or aircraft changes, or within a single State if a stopover is scheduled in another State, regardless of whether said other State is or is not party to the Convention.

### **Issue Fees (or «Ticketing Fees »)**

means fees charged, where applicable, to the Passenger by the Carrier or its Authorised Agent, in consideration for issuing a Ticket. The passenger shall be informed of the applicable issue fees prior to their reservations are finalized. The amount of said fees is determined by the issuer of the Ticket (the Carrier or the Authorised Agent, as appropriate).

### **Itinerary / Receipt**

means one or several documents that the Carrier issues to the attention of the Passenger attesting the issuance of Electronic Ticket. It includes his name, information on the flight and notices to Passengers.

### **Law No. 98-06 of 27 June 1998 as amended and supplemented.**

means the general rules for the Algerian civil aviation.

### **Net Fare or «Fare excl. tax»**

means the Fare charged to the Passenger, excluding Taxes and Issue Fees.

### **Normal Fare**

Annual fare with full behavioral freedoms (no restrictions).

### **No show**

Passenger with a confirmed reservation but :

- Who has not checked in before the CID (Check-in Deadline),
- Who has not cancelled or modified their reservation on the ticket (revalidation, reissue) within the time limit set by the airline (03 hours before the scheduled flight time).

### **Passenger, You, Your**

means any person (whether adult, child or newborn) who is in possession of a Ticket, except members of the crew, who is carried or to be carried by plane.

### **Passenger 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.

**Passenger Coupon or «Passenger Receipt»**

means the portion of the Ticket, issued by the Carrier or in its name, which must be retained by the Passenger.

**Person Entitled to Compensation**

means the Passenger or any person who can claim compensation on behalf of said Passenger, in accordance with the applicable law.

**PETS**

means a pet, in the cabin or hold, travelling with a Passenger who is either the owner or an individual assuming responsibility on behalf of the owner during the journey.

**Promotional Fare**

Fare limited in time (issue deadline and/or travel deadline).

**Reservation**

means any request for carriage made by a Passenger recorded on the Air Carrier reservation system or its Authorised Agent.

**Schedules or «Schedule Indicators»**

means the list of departure and arrival times for the aircraft, as shown in the schedule guides published by the Carrier, or under its authority, or as brought to the attention of the public by electronic means.

**Service Fees**

Refers to fees invoiced, where applicable, to the Passenger by the Carrier and/or its Authorized Agent, in particular in consideration of the modification ("Modification Fee"), reissue ("Reissue Fee") or refund ("Refund Fee") of a Ticket. Passengers are informed of the applicable Service Fees before their Reservation is finalized. The amount of these Fees is available from the Carrier or its Authorized Agent.

Service Fees are non-refundable.

**Special Drawing Right (SDR)**

means a unit of account of the International Monetary Fund (IMF) the value of which is periodically defined by the IMF, on the basis of the listed prices of several reference currencies.

**Stop-Over**

means a stop of more than 24 hours scheduled by the Passenger during their journey, at a stopover located between the departure point and the arrival point, as shown on the Ticket.



**Stopovers**

means the points, with the exception of the points of departure and arrival, shown on the Ticket or mentioned in the Schedules as stopovers planned on the Passenger's itinerary.

**Taxes**

means the fees, taxes and charges imposed by governments, an airport operator or any other authority as defined in Article 4 below.

**Ticket**

Means electronic ticket entitled E-TICKET issued by Air Algérie or on its behalf, evidences the Contract of Carriage. It includes notices to passengers and flight coupons.

**Typological fare**

Fare dedicated to a specific customer category (young people, couples, families, senior citizens, etc.).

**Transit**

means a stopof less than 24 hours scheduled by the Passenger during his journey, at a stopover located between the departure point and the arrival point, as shown on the Ticket.

**Unchecked Baggage or "Cabin baggage"**

means all Baggage other than Checked Baggage. This Baggage remains in the custody of the Passenger.

**We, us, our, ourselves, Carrier**

Refers to AIR ALGERIE

## ■ ARTICLE 2 : SCOPE OF APPLICATION

### 2.1 General

Except as otherwise provided in Article 2.4, these General Conditions of Carriage are an integral part of your contract of carriage with our company; it applies only to flights, or portions of flights, for which an Air Algérie flight number (Designator Code "AH") appears on the corresponding Ticket.

AIR ALGERIE reserves the right to modify these General Conditions at any time without notice. The changes will be effective upon their publication, and will have no retroactive effect on existing provisions.

By making a reservation and registration on our flights, you are deemed to have accepted, both for you and for all those accompanying you, the present General Conditions of Carriage.

### 2.2 Charters

Exceptionally, it may be necessary for us to temporarily supplement our fleet with aircraft of another airline. In the event that such a situation should occur for the flight you have to take, we will notify the identity of the carrier or we will try to ensure that our licensed agent can inform you. We will make sure that you receive a level of quality service onboard, entertainment and baggage allowance similar one announced.

### 2.3 Code Shares

We have entered into code-share agreements with other airlines on certain routes, This means that even if you hold a reservation made with us and you have a ticket on which our Designator Code «AH» appears for one or several flights, another carrier may operate the flight.

If such agreements are in effect for your flight, the following conditions shall apply:

**2.3.1** We will inform you of the identity of this carrier when you make your reservation at an Air Algérie agency or on our website. If you make your reservation through an authorized agent, the latter is obliged to inform you of the carrier's identity. Otherwise, you will be informed at the latest when you check in at the airport.

**2.3.2.** These General Conditions of Carriage are applicable insofar as they do not conflict with those applied by code-share partners, especially in their specific provisions, in which case their conditions or rules shall prevail.

You will find the conditions of code share partners on their websites or through your travel agency.

The provisions applicable to flights operated by another carrier under a code-share agreement must be acknowledged, especially regarding the specifics such as check-in times, criteria and directives related to transportation of minors traveling alone, the carriage of live animals, the right to refuse carriage, oxygen devices, flight irregularities, compensation in case of a refusal of carriage, baggage allowance, checked baggage, etc...

## 2.4 Predominance of the law

In the event of any non compliance of any provisions of these General Conditions of Carriage with the regulatory provisions and/or law applicable to your contract, these are the rules and laws which would prevail. Any invalidation of one or more provisions of these General Conditions of Carriage shall not have any effect on the validity of other provisions

## ■ ARTICLE 3 : TICKETS

### 3.1. General Provisions

**(a)** The Ticket evidences, until proven to the contrary, the existence of the conclusion and content of a Contract of Carriage between the Carrier and the Passenger whose name is shown on the Ticket.

**(b)** The Carriage service is only provided to the Passenger(s) named on the Ticket. We reserve the right to check the identity documents of these Passengers. Passengers must therefore be able to provide the Carrier with proof of their identity, as well as the identity of those for whom they are responsible, at any time during their journey.

**(c)** A Ticket may not be transferred. If a person other than the person who is to travel presents a Ticket for carriage or refund purposes, We shall not assume any liability if, while acting in good faith, it carries or refunds the person who presents the Ticket.

**(d)** Certain Tickets, which are sold at specific fares, are partially or totally non-modifiable and/or refundable. It is the Passenger's responsibility, to consult the conditions applicable to the use of his Ticket taking into account the fares he has chosen and accepted when making his reservation.

**(e)** The Ticket shall at all times remain the property of the issuing Carrier. The Ticket constitutes prima facie evidence between the passenger and the Carrier. The general conditions of contract mentioned on the ticket are a summary of the provisions of these Conditions of Carriage.

**(f)** The Passenger will be carried on a flight only if a valid Electronic Ticket has been issued in its name and must provide proof of identity for registration.

### 3.2. Validity Period

**(a)** Unless otherwise provided for on the Ticket or in these General Conditions of Carriage, or except for Fares affecting the validity period of a Ticket, as indicated to the Passenger when buying the Ticket or on the Ticket itself, a Ticket is valid for carriage:

- One year, from the date of issue if no flight coupon is used, or
- One year, from the date of use of the first flight Coupon, if such use occurs within the year of which the Ticket was issued.

A ticket is valid for refund :

- 13 months from the date of issue if no flight coupon is used or,
- 13 months from the date of use of the first flight coupon.

**(b)** If a Passenger in possession of a valid Ticket is unable to travel during the validity period of his Ticket for the reason that, when the Passenger requests a Reservation on a flight, we are not in a position to confirm the Reservation requested by the Passenger, the validity of said Ticket shall be extended at the discretion of the company, within the limits of the ticket usage conditions.

**(c)** If, after having started his journey, a Passenger is prevented, for health reasons, from continuing his journey during the validity period of the Ticket, We may extend the validity of the Ticket until the date on which the Passenger is once again in a position to travel or until the date of the first available flight, upon presentation of an appropriate medical certificate stating the health reasons that prevented the Passenger from continuing their journey and provided these health reasons were not known when the Reservation was made. Said extension shall only start at the point at which the journey was interrupted and shall be valid for carriage in the class of the Fare initially paid. If the unused Flight Coupons contain one or more agreed stopping places, the validity of the Ticket may be extended by three months at the most, from the date shown on the medical certificate submitted. In the same way, Air Algérie may, on request, extend the validity of Tickets for immediate family members accompanying the Passenger, subject to compliance with the conditions of proof specified above.

**(d)** In the event of the death of a Passenger during a journey, the Tickets of the persons who are accompanying the deceased Passenger may be changed, either by waiving any minimum stay requirements or by extending the validity period of said Tickets. In the event of the death of an immediate family member of a Passenger whose journey has started, the validity of his Ticket and of those of the members of his immediate family travelling with him may be changed in the same way. Any change mentioned above may only be made after receipt of a valid death certificate. The extension mentioned above shall only start at the point at which the journey was interrupted and shall be valid for carriage in the class of the Gross Fare paid. Any extension may not exceed forty-five (45) days from the date of death.

### **3.3. Force Majeure invoked by a Passenger**

If before starting his journey and using his ticket, the Passenger is prevented from traveling for reasons of Force Majeure, as defined in Article 1, we shall issue the Passenger or another person of his choice with a credit note corresponding to the Gross Fare for his non-refundable and/or non-modifiable Ticket, which is valid for one year, for a subsequent journey and subject to the applicable Administration Fees, provided that the Passenger informs us as soon as possible (prior to the flight date) and provides proof of such instance of Force Majeure.

### **3.4. Flight Coupon Order of Use**

Your ticket is valid only for the carriage indicated on it from departure point and an arrival point, via any Stopover. If your first coupon is not used or if your flight coupons are not used in sequential order, your ticket will not be valid for carriage.

### **3.5. Changes Requested by Passenger**

If you want to change the journey on your ticket, you should contact us or our authorised agent. We will calculate the revised fare for your new route and shall leave the choice to you whether to agree to pay the revised fare or maintain the carriage on your ticket. If you decide to accept to pay the revised fare, you may be charged a service fee.

#### **3.5.1 Before the start of the trip (before departure of the 1st scheduled flight):**

The calculation of the amount due for the ticket modification must take into account the fares valid on the day of reissue.

#### **3.5.2 After the start of the trip (after departure of the 1st scheduled flight):**

The calculation of the amount due for the ticket modification must take into account the fares valid on the day of the initial issue.

### **3.6. Identification of the Carrier**

The Carrier's identification may be shown as an abbreviation on the Ticket, using its Designator Code (as defined in Article 1). The Carrier's address is deemed to be that of its registered office or principal place of business.

## ▪ **ARTICLE 4 : FARES, TAXES, CHARGES, FEES AND SURCHARGES**

### **4.1 Fares**

The fare paid for your ticket includes your carriage as well as your baggage on the dates and hours shown on the ticket from the airport at the point of departure to the airport at the point of arrival via the specified stopovers, for a given class of carriage. Fares do not include ground transport service between airports or between airport and city center. Your Ticket Fare is calculated in accordance with our Fares in force on the Ticket payment date.

When making a Reservation, the Passenger shall be informed of the Gross Fare for the Ticket including the Issue Fees if applicable.

Each fare has its own special features, corresponding to the fare conditions accepted when the ticket is purchased.

#### **4.1.1 Typological Fare**

We offer discounts (known as 'typological discounts') to certain categories of passengers (babies, children, young people, senior citizens, students, etc.) applicable on presentation of supporting documents. The specific conditions applicable to fares and typological discounts will be indicated, where applicable, at the time of booking. For any further information on fares, please contact us.

In all cases, the fares offered are only guaranteed once payment has been validated and the ticket issued. Fares offered are only available for a given number of seats.

#### **4.1.2 Promotional fare**

Promotional fares are subject to specific conditions which may impose restrictions on use, a fare supplement or prohibit a change of reservation and may prohibit or limit the amount of a refund in the event of cancellation or passenger no-show .

A promotional fare is limited to a specific sales period and transport period. Promotional fares are open to everyone, but no adult discounts (senior, youth, student) can be applied to promotional fares. Ticket validity is restricted and the fare is always subject to availability.

### **4. 2 Taxes, Charges and Fees**

**4.2.1** Prior to carriage, you have to pay us all taxes, charges and fees imposed by government, by any other authorities or by the airport operator, that we are obliged to recover or to cover for your carriage.

**4.2.2** When purchasing your Ticket, Passengers will be informed of said taxes, fees or charges, which will be charged in addition to the Fares and which will be mostly shown separately on the Ticket.

The taxes, charges and fees imposed on Air travel, are beyond our control and are subject to constant change.

**4.2.3** If you do not use your ticket, you are entitled to a refund of the taxes and fees due upon actual boarding of the Passenger, in accordance with the applicable regulations.

For all requests for refunds of unused taxes made online at [www.airalgerie.dz](http://www.airalgerie.dz) via our refund form <https://airalgerie.dz/contacts/formulaire-de-contact/> or via our e-mail address [helpdesk@airalgerie.dz](mailto:helpdesk@airalgerie.dz), no refund fee will be charged.

For all requests for refunds of unused taxes made by any other means (other than online), a fee may be charged. This fee will not exceed 20% of the amount of the refundable taxes.

Taxes will be refunded within 30 days of receipt of the request.

### **4.3 Surcharges**

In exceptional circumstances, additional fees may be added to the amount of fare to be paid (such as for example additional insurance premiums or a fuel surcharge).

### **4.4 Payment Currency**

The Fares, Taxes, Charges, Fees are payable in the currency of the country where the Carriage starts, converted into the currency of the country where the payment is made (if different), pursuant to the exchange rate applicable on the date of payment, unless we or our Authorised Agent specified another currency (for example, due to local currency not being convertible), We may, at our discretion, accept payments in another currency, subject to applicable local law.

## ■ **ARTICLE 5: RESERVATIONS**

### **5.1 Booking Conditions**

**5.1.1.** Each flight coupon is valid for Carriage in the class specified on it, at the date and flight for which you have made a seat Reservation. The fare you have paid corresponds to the route indicated on your ticket. If a ticket was originally issued without seat reservation for the return portion, the seat may be reserved later within the limits of available seats in such flight.

**5.1.2.** We, or our Authorised Agents will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).

**5.1.3.** Certain fares may be subject to conditions, which limit or exclude your right to change or cancel reservations.

**5.1.4.** You must let us know at the time of Reservation if your medical condition or health requires any medical or other assistance during boarding, disembarking or onboard the aircraft. Your reservation will be recorded in our system as provisional and will be confirmed once we have assured that you received all the required medical clearances and all conditions attached to such clearances are or will be met.

### **5.2 Ticketing Time Limits**

If you have not paid for the Ticket prior to the specified time limit, as advised by us, or the travel agency, we may cancel your reservation.

### **5.3. Personal data**

You recognize that personal data has been given to us for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, providing and developing services such as special assistance for people with reduced mobility, facilitating immigration and entry procedures, and making available such data to government agencies, related to your travel.

For these purposes, you authorize us to retain and use such data and to transmit it to our own agencies, travel agency that issued the ticket, government agencies, other Carriers and other service providers mentioned above.

Your personal details will not be used for cold calling

### **5.4. Seating**

We shall make all reasonable efforts to honor seat allocation requests. However, we cannot guarantee the allocation of a particular seat. We reserve the right to assign or reassign seats at any time, including after boarding. Such measure may be required due to operating, hygienic or security reasons.

### **5.5. Menu and Special Meals**

Air Algérie shall make reasonable efforts to meet Passengers' requirements regarding the services provided on board aircraft (drinks, special meals, menu choice).

### **5.6 Aircraft Type**

We will endeavor to position the aircraft type stated on our communication supports or indicated at the time the ticket was issued for your Carriage. We may modify the type of aircraft, scheduled for your carriage for operational reasons.

### **5.7 Reconfirmation of Reservations**

**5.7.1.** We do not require any reconfirmation for Air Algeria flights providing that you travel on date and time indicated on your ticket. Otherwise, you must reconfirm your return reservation.



**5.7.2.** If other carriers ask you to reconfirm reservations returns or correspondence, they may cancel the reservation in case of non-compliance with such requirement.

You have to check the requirements of any other Carriers involved in your carriage regarding the reconfirmation of your reservation. If applicable, you must confirm your flight to the Carrier whose Designator Code appears on your Ticket.

### **5.8 Cancellation of Reservations and service charge when space not occupied**

If you do not show up for your flight check in , and neglect to notify in advance the Carrier, the latter may cancel all reservations for the journey onward or return and additional charges may apply, in compliance with the fare conditions of the Carrier.

## ▪ **ARTICLE 6 : CHECK-IN AND BOARDING**

**6.1.** In order to be able to carry out all the necessary formalities for your journey, it is recommended that you arrive sufficiently early before the flight.

The check-in is set to :

- ✓ **04 hours** prior to departure time for international flights;
- ✓ 03 hours prior to departure time for domestic flights.

In any event, you must comply with the Check-In applicable Deadlines.

**6.2.** Check-In Deadlines (CID) is set at :

- ✓ **90 minutes** for flights departing from Algeria to international destinations;
- ✓ 60 minutes for flights from abroad to Algeria;
- ✓ 45 minutes for domestic flights.

**6.3.** You must be present at the boarding gate respecting the time specified at the time of Check-in. The boarding gate closes **20 minutes** prior to flight departure time.

If you fail to arrive at the boarding gate in time, your access will be denied on board and your checked baggage will be unloaded from the aircraft. If necessary, your carriage will be provided on our next flights depending on availability.

**6.4.** We will not be liable for any loss or expenses of any kind incurred due to your failure to comply with the provisions of this Article.

## ▪ **ARTICLE 7 : REFUSAL AND LIMITATION OF CARRIAGE**

### **7.1. Right to refuse carriage**

We are entitled to refuse to carry you or the rest of your transport or to cancel your seat reservation if:

**7.1.1.** Such action is necessary for order or safety reasons or to avoid breaching official or legal provisions in force in the State of departure, arrival or transit; or

**7.1.2.** Your Carriage or your Baggage may endanger or affect the safety, health, comfort and convenience of other Passengers; or

**7.1.3.** Your physical or mental state, including any condition caused by the consumption of alcohol or the use of drugs or medication, could present a hazard or risk to yourself, other Passengers, the crew or property; or

**7.1.4.** You have refused to undergo a security check; or

**7.1.5.** You have sought to illegally enter a country through which you may be in transit, or for which you do not have valid travel documents; or

**7.1.6.** You present a Ticket that has been acquired unlawfully, or you cannot prove that you are the passenger referred to on the Ticket; or

**7.1.7.** You refuse to pay penalties, if any, and / or fare difference.

### **7.2 Special assistance**

The carriage of unaccompanied children, Passengers with reduced mobility and persons with illnesses or any other person who requires special assistance may be subject to special conditions.

It is advisable for Passengers to inform the Carrier of their disability or of any need for special assistance when making their Reservation taking particular account of the time frame and the specific nature of the assistance requested, and at least **48 hours** prior to departure.

#### **7.2.1 Unaccompanied Children**

“Unaccompanied children” refers to children aged over 5 years and under 12 years at the carriage date, not suffering from any physical or mental disability and who are unaccompanied during their journey by a person exercising parental authority (father, mother or legal guardian).

Children over the age of 5 years and under 12 years old may travel unaccompanied subject to payment of a supplement, with the prior agreement of the carrier and if the following conditions are met:

- The child is accompanied at check-in by a parent or a responsible person with whom he remains at the airport until the aircraft takes off.

-The child should be awaited to by another parent or a responsible person whose identity must be specified and the child may be handed over to him safely.

- A liability waiver signed by the parents must be submitted to the departure station specifying the name, address and telephone number of the person taking charge of the child upon arrival.

-Any other authorisation or document that may be required by the competent authorities in the country of departure and/or arrival.

At the request of their guardian, children aged between 12 and 17 can benefit from this service under the same conditions.

We strongly recommend that you request this service well in advance as, for safety reasons, unaccompanied children are only accepted on direct flights and their number is limited depending on the type of aircraft.

Children under the age of 5 the day of the flight are not accepted for carriage unless accompanied by an adult aged at least 18 years old unless he is his brother or his sister for whom the required age is 16 years.

### **7.2.2 Pregnant women**

Pregnant women are accepted until the seventh month of pregnancy without any formalities. Beyond the seventh month they must have a medical certificate authorizing them to travel (specifying the stage of pregnancy, their health status and attesting the absence of any risk of premature birth due to altitude).

### **7.2.3 Passengers traveling with infants**

Is considered infant, any passenger who has not reached his second birthday on the date of the journey. Each infant must be accompanied by a parent or an independent adult aged at least 18 years old. However, the companion can be under 18 years when it's the father or the mother.

In case you are traveling with two babies, the presence of a second companion, fulfilling the same rules as the first companion, is mandatory unless one of the babies is at least 12 months old, in this case the infant will be installed in a baby seat (provided by the parent) and which shall be placed on the seat plane and will have to pay a child fare.

Travel is authorized, but not recommended, for newborn infants in the 7 days following their birth.

If the baby starts the journey as a "baby" passenger and becomes a "child" passenger on the return journey (he/she is 2 years old when making the return journey), the baby fare (under 2 years) applies on the outward journey and the child fare (2 to under 12 years) applies on the return journey.

For safety reasons, certain seats are forbidden to passengers with babies

#### 7.2.4 Passengers with reduced mobility

Passengers with reduced mobility are classified according to the degree of disability that results in a specific level of assistance:

- Passenger able to go up and down stairs and move to /from their seat on board, but requiring a wheelchair to get to and from the aircraft (WCHR);
- Passenger unable to go up or down stairs, but able to move to and from their seat on board. They need a wheelchair to get to /from the aircraft and must be carried up and down the stairs and to/from seat on board (WCHS);
- Passenger with no mobility. They need a wheelchair to get to / from the aircraft. They must be carried up stairs and to /from their seat on board (WCHC);
- BLND: Blind or visually impaired passenger;
- DPNA: passengers with a mental disability;
- DEAF: Hearing impaired or deaf passengers .

#### **Prior notification of your need for assistance:**

We kindly ask you to notify us of your need for assistance at the time of booking and no later than 48 Hours before your departure, so that we can provide you with the appropriate assistance and keep the Airport Management Entity informed of your need for assistance at the airport as soon as possible.

We also recommend that you inform Air Algérie at the time of booking of any mobility equipment (e.g. wheelchairs, assistance dogs) that you need to take with you.

Also, if you wish to be accompanied by an assistance dog during your journey, you should comply with the health requirements of the country of departure and destination, as well as the dog's identification (tag, harness).

#### **Transport restrictions and the need to travel with a companion**

Air Algérie may refuse carriage to persons with reduced mobility for safety reasons.

The number of WCHC passengers may be limited due to the configuration of some of our aircraft, which do not allow this type of passenger to be carried.

In some cases, the presence of a companion is compulsory in order to comply with applicable safety measures. In other cases, the presence of a companion is recommended for reasons relating to your own comfort.

For safety reasons, an accompanying person is required by Air Algérie to provide assistance in emergency situations, particularly in the event of evacuation from the aircraft. An accompanying person is therefore compulsory in the following cases:

- persons suffering from a severe intellectual disability that prevents them from understanding and applying safety measures,
- a person who is both blind and deaf, and therefore unable to communicate with the crew,
- persons suffering from a motor disability that prevents them from physically participating in their own evacuation, cases of tetraplegics,

#### **Seat allocation:**

Access to certain seats may be refused to persons with reduced mobility of the WCHC type in order to comply with the applicable aviation safety requirements.

The access restrictions apply to :

- Seats with fixed armrests,
- Seats located near emergency exits.

## **-ARTICLE 8 : BAGGAGES**

### **8.1 Free Baggage Allowance**

Free baggage allowance in cabin and the hold for each passenger limited by number and/or weight and/or dimensions, determined on the basis of the destination, type of aircraft and the Fare paid. Please refer to the details on your ticket or contact us or our authorised agents for more information.

### **8.2 Excess baggage**

You may travel with Checked Baggage that exceeds the Free Baggage Allowance, subject to payment of a surcharge, as well as for the transport of special baggage. For more details on the applicable amounts, please contact us or our authorised agents.

### **8.3 Items unacceptable as baggage**

Passengers must not include in their Baggage any items for which carriage is prohibited or restricted by the applicable regulations and the law in force in any departure, arrival or transit State or State over which the aircraft flies, including in particular:

**(a)** Items that are liable to endanger the aircraft, the persons or property on board, such as those specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA) and in our regulations, as applicable; these items include, in particular, explosives, gas under pressure, oxidizing, radioactive or magnetised substances, inflammable substances, toxic or corrosive substances.

**(b)** Items of which weight, dimensions, configuration or nature make them unsuitable for carriage, in particular in light of the type of aircraft used.

**(c)** Firearms and ammunition other than those intended for hunting or sport which, in order to be accepted as Checked Baggage, must be unloaded and suitably packed and have the safety catch on. The carriage of ammunition is subject to the ICAO and IATA Dangerous Goods Regulations, as stated in paragraph (a) above.

**(d)** Cutting weapons, stabbing weapons and aerosols that may be used as attack or defense weapons, antique weapons, swords, knives and other weapons of this type. This type of item may not be carried in the cabin under any circumstances. They may nevertheless be included in Checked Baggage, subject to our acceptance.

**(e)** Live animals, with the exception of pets, subject to compliance with the conditions specified in Article 8.9.

#### **8.4. Right of Search**

For security/safety reasons and/or on the request of the authorities, you may be asked to undergo a search or a scan of your Baggage (using X-rays or another technique). If you are not available, your Baggage may be scanned or searched in your absence, with a view to checking, in particular, whether it contains the items referred to in Article 8.3 above. If a Passenger refuses to comply with such requests, the Carrier may deny them and their Baggage carriage.

#### **8.5. Right to Refuse to Carry Baggage**

**a)** We may, for security and/or safety reasons, refuse to carry or continue to carry a Passenger's Baggage if it contains the items listed in Article 8.3 above. The Carrier has no obligation to take custody of refused Baggage and/or items.

**(b)** We may, in particular for security, safety or hygiene reasons, refuse to carry any item that is incompatible with air carriage because of its dimensions, shape, weight, contents, configuration or nature, or refuse to continue to carry them, upon being discovered during a journey.

**(c)** We may refuse to carry Baggage for which you have refused to pay the requested surcharge. We have no obligation to take custody of refused Baggage and/or items.

**(d)** We shall not agree to carry animals, as defined in Article 8.3 that do not have the documents required by the applicable regulations.

**(e)** We may refuse to carry in the hold Baggage that has not been handed over by the Passenger prior to the Check-in Deadline.

## **8.6 Checked Baggage (hold baggage)**

**8.6.1.** Upon delivery to us of your Baggage to check we shall take custody of, and issue a Baggage Identification Tag for each piece of your Checked Baggage.

**8.6.2.** You must affix your name or other personal identification on each Baggage handed over to the Check.

**8.6.3.** We shall, to the extent possible, carry your Checked Baggage in the same aircraft as you unless, for safety, hygiene or operating reasons, we decides that it will be carried on another flight. In this case, we will deliver the Baggage to the Passenger, unless the applicable regulations require the Passenger to be present for a customs inspection.

**8.6.4.** Checked Baggage must be properly packaged in a way to protect its content, and to withstand normal handling.

**8.6.5.** Passengers are advised not to include in their Baggage currency, jewellery, works of art, precious metals, silverware, securities or other valuables, optical or photographic equipment, computers, electronic and/or telecommunication equipment or devices, musical instruments, passports and identity documents, keys, business documents, manuscripts or deeds, whether individualised or fungible, etc. In this respect, it is specified that in the event of the destruction, loss or damage of Checked Baggage, we will only be liable to the extent defined by the Convention and Article 15 of the General Conditions of Carriage.

## **8.7 Unchecked Baggage (cabin baggage)**

**8.7.1.** Maximum dimensions are set for Baggage which you carry on board. Baggage that you carry onto the aircraft must be placed in enclosed storage compartment. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.

**8.7.2.** Fragile or valuable baggage (such as fragile musical instruments) and that do not comply with the provisions of Article 8.7.1 above may only be accepted for cabin carriage if the Carrier has been duly informed thereof by the Passenger prior to check-in and has granted authorization. The carriage of such objects is subject to our approval and payment of surcharge.

**8.7.3.** Passengers are responsible for personal effects and Unchecked Baggage that they take into the cabin. In the event of the destruction, theft, loss or damage of personal effects and Unchecked Baggage, the Carrier may only be held liable if wrongdoing on its part, or that of its officials or agents, is proven, such liability being limited to the amount defined in Article 15 of the General Conditions of Carriage.

## **8.8 Delivery of Checked Baggage**

**8.8.1.** You are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover.

**8.8.2.** If a person claiming Checked Baggage is unable to produce the Baggage Check Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

## 8.9 Pets and Assistance Dogs

### 8.9.1. General

**(a)** The carriage of dogs, cats, birds and other pets is subject to our approval. For this, they must be properly crated and accompanied with valid documents, such as health and vaccination certificates and entry permits or other documents required by countries of destination or transit.

We reserve the right to determine the method of carriage and the maximum number of pets that can be carried on a flight.

**(b)** If accepted as Baggage, the pet and its cage, shall not be included in free Baggage allowance but shall constitute excess Baggage, for which you will be obliged to pay the applicable rate ;

**(c)** Assistance/Guide dogs and their cages accompanying Passengers with Reduced Mobility will be carried free of charge, in addition to the Free Baggage Allowance,

**(d)** In the event of fraud, the absence or invalidity of the required documents or if the container intended for carrying the Pet does not comply with the provisions of Article 8.9.3, the Carrier shall not assume any liability for the injury, loss, delay, illness or death of animals carried, as a result of these failures, unless this is caused by the fault or negligence of the Carrier. Passengers travelling with animals who fail to comply with the applicable regulations must reimburse the fines, loss, compensation and all costs incurred due to such a situation.

**(e)** Passengers must indicate that they are carrying an animal when booking their journey.

### 8.9.2. Pets Travelling in the Cabin

**(a)** Only cats, dogs with a maximum weight of 06 kg including container, hamsters, turtles, small birds such as parakeets, canaries etc ... and their crates may be accepted in the cabin.

**(b)** Pets must be placed in a carrier designed for this purpose, which is closed and fully contains the animal and in which the animal is able to stand up, turn around and breathe easily and freely. Birds should be locked in a cage covered with a fabric.

**(c)** Passengers undertake not to remove animals, even partially, from their carriers for the entire duration of the flight.

**(d)** Dog accompanying a blind passenger can be allowed in the cabin. Such animals must travel at the feet of their master and be properly harnessed and muzzled.

### 8.9.3. Pets Travelling in the Hold

Pets should be placed in a container (cage) with guarantee of safety, that is namely robustness, floor sealing, closure, aeration, according to IATA requirements.



▪ **ARTICLE 9 : SCHEDULES, DELAYS, CANCELLATION OF FLIGHT AND DENIED BOARDING**

**9.1 Schedules**

**9.1.1.** The flights and flight Schedules listed in the Schedule Indicators have no contractual value and are solely intended to inform Passengers of the flights offered by the Carrier. Such Schedule Indicators are not definitive and are liable to be changed after their publication date.

**9.1.2.** On the other hand, the flight Schedules printed on the Ticket are deemed, subject to changes for reasons beyond our control, to form an integral part of the Contract of Carriage.

**9.1.3.** It is the Passenger's responsibility to provide the Carrier with their contact details in a way they can be contacted in the event of a change in the planned schedules as they appear on the Ticket. If the change is not acceptable to you, and if we are unable to book you a seat in the class of service purchased on another flight acceptable by you, you will be entitled to a refund as provided for in Article 10.2.

**9.2 Cancellation, Rerouting and Delays**

**9.2.1.** We shall take all steps required to carry the Passenger and their Baggage without delay.

**9.2.2.** If we cancel or delay a flight due to external circumstances over which we have no way of action (such as bad weather, delays in air traffic control or strikes), we may have to offer you to choose between these three (03) measures at no additional cost:

**9.2.2 (a)** We will Carry you and your baggage to the destination specified on your ticket on another of our scheduled flights on which space is available and, where necessary, extend the validity of your Ticket until our first flight on which space is available; or

**9.2.2 (b)** We will re-route you and your baggage within a reasonable time to the destination shown on your ticket using another route or a flight of another airline, or by any other means of carriage.

**9.2.2 (c)** Make a refund in accordance with the provisions of Article 10.2

**9.2.3** The three options proposed in Articles 9.2.2 (a), 9.2.2 (b), 9.2.2 (c) does not affect the rights to which you may be entitled under Article 15 and in particular Executive Decree no. 16-175, setting out the terms and conditions for the application of public air transport passenger rights.

### 9.3 Denied Boarding

**9.3.1** If, due to scheduled overbooking, we are not in a position to offer you a seat, even though you have a confirmed Reservation, a valid Ticket and have arrived for check-in and boarding in accordance with the required timeframes and conditions:

**9.3.1(a)** We shall carry you on another of our flights in the same class of service or if you choose in another class service. In case of downgrading in a lower class than of your original ticket, we will refund you the difference with the fares, charges and surcharge applicable to the original reservation.

**9.3.1 (b)** Or we shall re-route you with another airline to allow you to reach your destination within a reasonable time in respect of your initial schedule. In this case, the Conditions of Carriage will continue to apply unless the conditions of other airline should apply on the entire flight.

You can alternatively choose to receive a refund in accordance with Article 10.2.

**9.3.2** If Article 9.3.1 applies, you will receive compensation in accordance with applicable law and our policy of compensation for denied boarding.

## ■ ARTICLE 10 : REFUNDS

We shall be entitled to make a refund either to the person named in the Ticket or to the person who has paid for the Ticket, upon presentation of identity proof or satisfactory proof of such payment.

### 10.1 Involuntary Refunds

**10.1.1** Refunds fares shall be determined under Articles 10.1.1 (a) and 10.1.1 (b) if we cancel the flight, are not able to operate the flight within a reasonable time, can't carry you on a flight for which you have a confirmed reservation and you have complied with check-in deadlines and boarding and carriage has not been refused to you for reasons set in these Conditions of Carriage. The same method of calculation will apply if we fail to stop at your destination even if you hold a confirmed reservation. In all these circumstances, reimbursement shall be:

**10.1.1 (a)** an amount equal to the fare paid (including taxes, fees, charges and surcharges) if no portion of the ticket has been used; or

**10.1.1 (b)** if a portion of the Ticket has been used, an amount equal to the difference between the fare paid and the fare corresponding to the carriage performed (including taxes, fees, charges and surcharges).

### 10.2 Voluntary Refunds

If a refund of your ticket fare is due to a reason other than that mentioned in Article 10.1, the total or partial refund will be based on the conditions of application of the fare paid.

### **10.3 Right to refuse refund**

**10.3.1** We may refuse refund when application therefore is made later than one month after the expiry of the validity of the ticket.

**10.3.2** We may refuse refund a ticket for any flight for which you have not been admitted by the destination or transit authorities of your journey and you have thereby been returned to your boarding point.

### **10.4 Currency**

Refunds will be made in the currency in which the fare of your ticket was paid.

### **10.5 By Whom Ticket will be Refundable**

Refunds will be made only by us who originally issued the Ticket or by our authorized agent.

### **10.6 Refunds to Credit Cards Accounts**

Refund due to tickets paid for with credit cards can only be credited to credit card accounts originally used for the ticket purchase. The refundable amount to be credited to the credit card account of the card owner can vary from the originally debited amount by the credit card company for the ticket due to differences in conversion. Such variances do not entitle the recipient of the refund to a claim against us.

## ▪ **ARTICLE 11 : CONDUCT ABOARD AIRCRAFT**

### **11.1. General**

If, in our reasonable opinion you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take any measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and prosecuted for offences committed on board the aircraft.

### **11.2. Electronic devices**

For security reasons, we may prohibit or limit the use on board the aircraft of electronic devices in the takeoff and landing phases, such as cellular telephones, laptop computers, and electronic games. Transmitting devices and walkie-talkies are strictly prohibited.

### **11.3. Non-Smoking Flights**

All Air Algérie flights are Non-Smoking Flights.

### **11.4. Seat belts compulsory**

You are requested to fasten your seat belts during the entire flight according to the instructions.

### 11.5. Alcohol on board

You are not allowed to consume alcohol on board the aircraft (even bought at tax-free from our agents or any other persons) unless it has been served to you by us. We may, at any time, refuse to serve alcohol or to withdraw alcohol which has been served.

## ■ **ARTICLE 12 : ARRANGEMENTS FOR ADDITIONAL SERVICES**

### 12.1 By Third Party

Subject to applicable law, if, in the context of the conclusion of an air carriage agreement, we accept to enter into agreements with third parties in order to get the provision by such third parties for additional services, or if we issue a ticket or voucher relating to carriage or services other than carriage by air such as hotel reservations or car rental, to be provided by a third party, then we shall intervene only as agent and we will not be liable to the passenger in case of failure to provide these services except for proven fault on our part. The general conditions governing the activities of these third parties shall apply.

### 12.2 Surface Transportation

If we are also providing surface transportation to you, these conditions apply to such surface transportation. Such conditions are available from us upon request.

## ■ **ARTICLE 13 : ADMINISTRATIVE FORMALITIES**

### 13.1 General

**13.1.1.** You are responsible for obtaining all required travel documents and visas and complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

**13.1.2.** We may not be held liable for the consequences you will suffer in the event of failure to comply with the obligations mentioned above.

### 13.2 Travel Documents

Prior to travel, you must present all exit, entry, health documents and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

### 13.3 Refusal of Entry

If your entry to a territory was refused, the price of the Ticket purchased for carriage to the destination, for which entry to the territory was refused, shall not be refunded by the Carrier.

#### **13.4 Passenger Liability for Fines, etc.**

If we are required to pay any fine or penalty or to incur any expenditure due to your failure to comply with the laws or regulations on entry to or travel through the country concerned, or to produce the required documents in the proper form, you shall reimburse us on demand any amount so paid or expenditure so incurred as well as an administration fee. To cover expenses, we will be entitled to requisition yet unused airline tickets. The value of the fine or penalty can vary from country to country and may greatly exceed the fare paid. In your own interests, therefore, please ensure that you observe the entry regulations of the country to which you are travelling.

#### **13.5 Customs Inspections**

If required, you shall attend inspection of your Baggage, by customs or other Government officials. We may not be held liable for damage or losses suffered by you as a result of such inspections or due to your failure to comply with this requirement.

#### **13.6 Security Checks**

You are obliged to submit to any security checks by Governments, airport officials, Carriers or by us.

#### **13.7 Transmission of Passenger Data**

We are entitled to transmit your personal data and all personal reservation data in connection with your flight to domestic and foreign authorities if these authorities request us to do so due to compelling legal rules and regulations in order to fulfill the contract of carriage.

#### **13.8 Return of confiscated travel documents**

We will not be liable for the restitution of travel documents, identity documents or tickets confiscated by government authorities or any other authority.

### ▪ **ARTICLE 14 : SUCCESSIVE AIR CARRIERS**

Air Carriage performed by several successive Carriers, under a single Ticket or a Conjunction Ticket, is deemed to constitute, for the application of the Warsaw and Montreal Convention, a single carriage operation, where envisaged by the parties as being a single operation. Each carrier is responsible for the carriage which he performs in his own name (Refer to Article 15 for limitations of our liability for such carriage).

### ▪ **ARTICLE 15 : LIABILITY FOR DAMAGE**

#### **15.1 General**

**15.1.1** Our liability shall be determined under the applicable law and these Conditions of Carriage. If other airlines are involved in this journey, their liability will be subject to applicable law and, unless these Conditions of Carriage otherwise stated herein, to their own

conditions of carriage. The applicable law may include the Warsaw and the Montreal Conventions and the laws applicable to each country. Warsaw and Montreal Conventions apply to international carriage as defined in those conventions.

**15.1.2** We are liable only for damage occurring on our own flights. If we issue a ticket or check baggage over the lines of another Carrier we do so only as an agent for such other Carrier. However, with respect to checked baggage the passenger shall also have a right of action against the first or last Carrier.

**15.1.3** Every time the Warsaw Convention or the Montreal Convention may be applied to your carriage, our liability shall be subject to the rules and limitations applicable to the convention.

**15.1.4** Any liability incurred by us for damages will be reduced by any negligence on your part that caused or contributed to the occurrence of such damages in accordance with the applicable legislation.

**15.1.5.** We shall assume no liability for damage resulting from compliance with any law, regulation, order or requirement, or from your failure to comply with said same provisions.

## **15.2 Bodily Injury**

**15.2.1** In accordance with Article 17 of the Warsaw Convention as amended by the Hague Protocol and the Montreal Convention, Air Algérie is liable for damage sustained in the event of death, injury or any other bodily injury suffered by a passenger, if the accident that caused the Damage occurred on board the aircraft or in the course of any embarking or disembarking operations, subject to any liability exemptions.

**15.2.2** Where the Warsaw Convention as amended by the Hague Protocol applies:

- (a)** Exemptions: The Carrier shall not be liable for the Damage if it provides proof that:
- ✓ He and its officials have taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures.
  - ✓ The damage was caused by the fault of the injured person or contributed to that damage, the court may, in accordance with the provisions of its own law, exonerate the carrier wholly or partly from his liability.
- (b)** Amount of compensable Damage: The extent of liability in the event of the death or bodily injury of a Passenger shall be limited to 16,600 SDR.

**15.2.3 Where the Montreal Convention applies :**

- (a) Exemptions:** The Carrier shall not be liable if it provides proof that:
- ✓ The death, wounding or other bodily injury results from the state of health, physical or mental of the Passenger prior to his boarding on the aircraft;
  - ✓ The Damage was caused, in whole or in part, by negligence, a wrongful act or omission on the part of the person claiming compensation, or the person whose rights they hold, in accordance with Article 20 of the Montreal Convention.
  - ✓ The Damage is not due to negligence, or another wrongful act or omission on the part of the Carrier, its officials or agents, insofar as the amount of Damage exceeds **128 821 SDR\*** per Passenger, pursuant to Article 21 §2 (a) of the Montreal Convention,
  - ✓ The Damage results solely from negligence, or another wrongful act or omission on the part of a third party, to the extent that the amount of Damage exceeds **128 821 SDR\*** per Passenger, pursuant to Article 21 § 2 (b) ) of the Montreal Convention.
- (b) Amount of compensable Damage:** When the Carrier shall be held liable in the event of death or physical harm of the passengers, no maximum limit is defined for the amount of compensation. In the case of damages not exceeding the amount of **128 821 SDR\***, the airline shall not be entitled to raise any objections related to guilt against claims for compensation to which it is subject. The company may refuse to pay higher compensation than that amount, provided to prove that it did not act negligently and is not guilty.

**15.3 Damage to Baggage**

**15.3.1** Pursuant to Article 18 of the Warsaw Convention as amended by the Hague Protocol and Article 17 of the Montreal Convention, the Air Carrier is liable for Damage sustained in case of destruction, loss or damage to checked baggage when such event took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier.

**15.3.2** Where the Warsaw Convention as amended by the Hague Protocol applies:

- (a) Exemptions:** The Carrier shall not be liable for the Damage if it provides proof that:
- ✓ He and its officials have taken all necessary measures to avoid the damage or that it was impossible for it or them to take such measures.
  - ✓ The damage was caused by the fault of the injured person or contributed to that damage, the court may, in accordance with the provisions of its own law, exonerate the carrier wholly or partly from his liability.
- (b) Amount of compensable Damage:**
- ✓ The equivalent national currency of 17SDR per kilogram applies to all damages caused to checked baggage,

- ✓ The equivalent national currency of 332 SDR per passenger applies to damages caused to unchecked baggage;

### **15.3.3 Where the Montreal Convention applies :**

- (a) Exemptions:** The Carrier shall not be liable for the Damage if it provides proof that:
- ✓ The Carrier shall not be liable for damages suffered by a passenger's baggage where said damage results from the nature of or an inherent defect in said Baggage.
  - ✓ The Carrier shall not assume any specific liability, other than that provided for in subparagraph (b) below, for any Damage and/or loss caused to fragile or valuable items or items that are not adequately packed.
  - ✓ The Carrier shall not be liable for Damage caused to Baggage, due to negligence, or a wrongful act or omission on the part of the person who is claiming compensation or the person whose rights they hold.
  - ✓ We shall not be liable for damage to unchecked baggage unless the damage is due to our negligence.
- (b) Amount of compensable Damage:**
- ✓ Our maximum liability is limited to the local currency equivalent of **1 288 SDR\*** per Passenger for Checked and Unchecked Baggage. For Unchecked Baggage we may only be held liable in the event of proven fault on our part, our officials or agents.

## **15.4 Delays**

**15.4.1** Pursuant to Article 19 of the Warsaw Convention as amended by The Hague Protocol and the Montreal Convention, the carrier shall be liable for damage resulting from a delay in air carriage of passengers, baggage or cargo

**15.4.2** Where the Warsaw Convention as amended by the Hague Protocol applies:

- ✓ No amount of compensable Damage is indicated

### **15.4.3 Where the Montreal Convention applies :**

- (a) Exemptions:** The Carrier shall not be liable for Damage resulting from a delay if it proves that it, its officials or agents took all the measures that could reasonably be required to prevent the Damage or that it was impossible for it to take such measures
- (b) Amount of compensable Damage:**
- ✓ In the event of Damage suffered by Passengers resulting from a delay, the Carrier's liability is limited to the amount of **5.346 SDR\***. The amount of compensation shall be determined in light of the Damage proved by the Passenger.
  - ✓ In the event of Damage resulting from a delay in the delivery of Checked Baggage, the Carrier's liability is limited to the amount of **1288 SDR\*** per Passenger.

**(\*): 2019 revision of liability limits under the Montreal Convention 1999**



## ■ **ARTICLE 16 : TIME LIMITATION ON CLAIMS AND ACTION**

### **16.1. Notification of Claims**

**(a)** The receipt of Checked Baggage without any complaint from the Passenger within the scheduled timeframes shall constitute a presumption, unless the Passenger provides proof to the contrary, that the Baggage was delivered in a good condition and in accordance with the Contract of Carriage. All missing Baggage must imperatively be declared to the Carrier as soon as the flight arrives. Any declarations made subsequently may not be taken into account. In the same way, any item noted as missing from Baggage must imperatively be declared to the Carrier as soon as possible, no later than (03) three business days after receiving the baggage . Any late declarations may not be taken into account.

**(b)** In the event of damage, delay, loss or destruction of Baggage, the Passenger in question must submit a written complaint to the Carrier as soon as possible and at the latest within a period respectively:

✓ **Before leaving the airport at the point of arrival**

You must declare any damage or loss regarding your baggage to Air Algérie's Baggage Services, having with you the Baggage Identification Tag that was given to you when you registered your baggage.

✓ **After leaving the airport at the point of arrival :**

Contact us in writing by attaching your tickets and your baggage tags no later than seven (07) days following the receipt of checked baggage in case of damage, and, in the event of delay within twenty-one (21) days from the date of availability of the passenger, where the Warsaw Convention as amended by The Hague Protocol and the Montreal Convention apply.

**(c)** In the event of flight delay and where the Algerian law "Law No 98/06 of 27 June 1998" as amended and supplemented applies, the timelines for receiving claims are thirty (30) days following the expected date of flight arrival.

**(d)** Every complaint must be made in writing upon the document of carriage or by any other writing dispatched within the times aforesaid.

**(e)** If no complaint is made within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on its part.

### **16.2.. Liability Actions for Passengers**

In accordance with the Convention, all liability actions must be filed, under penalty of forfeiture, within two years from the arrival at destination, or from the date on which the aircraft was scheduled to arrive or from the end of the carriage. The method for calculating the time limit shall be determined by the law of the Court seised of the case.

## **ARTICLE 17 MODIFICATIONS AND DELETIONS**

No Agent, employee or representative of the Carrier is authorised to change, modify, delete or waive any of the provisions of these General Conditions of Carriage.

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