

## Passenger guide

### General rules for air transportation in Colombia

*Situations can occasionally occur when we will not be able to board you on the flight for which you have a confirmed reservation (denied boarding) or when extraordinary circumstances force us to cancel your flight or it is going to be delayed.*

*In all of these exceptional situations, Iberia offers you assistance and, when necessary, compensation, depending on the specific circumstances of each case. Here you will find more information on these matters and we also encourage you to check the information on our website [www.iberia.com](http://www.iberia.com).*

*We apologise for any inconvenience caused. We are doing everything possible for your trip to go ahead under the best conditions.*

*Thank you for choosing to fly with us.*

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This Supplementary Information to the Colombian Air Transport Contract is based on the resolution 2591/2013, of the Colombian Ministry of Transportation and Civil Aeronautics and contains the rights and obligations of the passenger and the carrier, or travel agent when acting on the carrier's behalf, in relation to the commercial air services for the regular public transportation of passengers. This Information is merely illustrative, not restrictive, and they shall be withstanding the rights and obligations set forth in the Commercial Code and the Colombian Aviation Regulation for Domestic Air Transportation and in the International Conventions of the Warsaw System/29-The Hague/55, Montreal/99, and Order 619 of the Andean Community, or any others that may modify or replace them, for international air transportation.

Operating air carriers shall give priority and pay particular attention, and this is what we always do at Iberia, to the needs of persons with reduced mobility and any persons accompanying them, as well as to the needs of unaccompanied children.

### General rules for air transportation in Colombia in accordance with the Colombian aviation regulation, part three

#### Truthfulness of Information

The passenger must provide the airline or travel agent or other authorized agent with true information about his or her personal data. Said data shall include, at least, full name, identity card, mailing and email address, place of residence and contact telephone number from the place where the ticket has been purchased or the point of origin of the trip and the trip destination, as well as the name, address and telephone number of a person in any location who may be contacted in case of an accident or any other contingency, according to which it is understood that the passenger has received the authorization to said effect from the individual in question.

If the information provided by the passenger is incorrect, incomplete or inaccurate, the airline shall not be responsible if the passenger lacks information about changes that may occur to flights and itineraries.

Data of the person to be contacted in the event of accident or any contingency must be provided by the passenger when booking or, at the latest, when the ticket is purchased.

When the booking or sale of the ticket is carried out by a Travel Agency or a representative, or by another agent, these parties shall transfer said data to the carrier; otherwise, they shall carry the burden of contacting the user when required.

#### Terms for Ticket Purchase

If when booking, the passenger is informed that he or she must purchase and pay for the tickets before a set date, with respect to certain fees, the passenger must do so and confirm payment by no later than said date, complying with the approved conditions by the carrier for this matter. Otherwise, the booking may be canceled without prior notice.

#### Price Payment

When the ticket is purchased, the passenger must pay the price for that ticket in accordance to the current fee in the agreed method (cash, credit, credit card, check, etc.).

#### Additional Amounts

The passenger shall pay the additional amount if he or she decides to travel using a place that is subject to a higher fare than what has been previously agreed or that is not within the terms agreed in the promotional fees. Likewise, he or she shall be reimbursed any additional amount if he or she travels in an inferior category or class to the one paid for.

#### Reservations Confirmations

In order to travel, it shall not be necessary for the passenger to previously confirm the reservation, unless the carrier requests so. However, if the passenger, having purchased a ticket and reservation

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for a round trip flight or flight with connection(s), should decide not to use the ticket for the outward journey, or the one preceding the connection, due to having made said journey on another flight with the same or another company, or by any other means of transportation; the passenger shall inform the airline he or she intends to fly on the next one or on the return flight if he or she decides to do so, thereby confirming said place. This action must be performed before the flight departure corresponding to the first journey, or at the latest one hour after that. Failure to do so, the airline may use the reservation made by the passenger for the next connecting journey and/or the return journey, as applicable.

#### Errors at Ticket Issuing

If the passenger detects an error in the information contained on the ticket applicable to the airline or its agent, he or she may, as soon as detecting the error, request that the carrier or agent corrects it right away. The correction made shall not require any additional payment by the passenger.

#### Changes Information

Should any change related to the flight, the schedule or, in general, to any aspect affecting the agreed reservation take place, the airline or the travel agency through which the reservation has been made (if this latter had knowledge of the change), must inform the passenger by the swiftest means possible (telephone, fax, email, etc.) no later than twenty-four (24) hours before the flight time.

Excepted from the foregoing are sudden and unforeseen changes deriving from situations such as those of a weather-related nature, technical failures, operational conditions or others taking place less than twenty-four (24) hours prior to the flight time, and preventing its regular and duly performance. Nonetheless, passengers must be informed of said changes as soon as possible.

#### Validity

Notwithstanding any extensions from the carrier, the ticket shall be valid for one (1) year or it shall have the special validity of the fee at which it has been purchased.

Once the aforementioned term of validity has expired, if the passenger decides to travel, the airline or agency shall reissue a new ticket, notwithstanding to the additional costs the passenger must bear taking into account the current fee. Likewise, if the passenger decides not to travel, he or she shall have the right to be reimbursed by the airline for the amount paid for the ticket, notwithstanding the corresponding reductions.

#### Cancellation or Reservation Change

If the reservation is not going to be used, the passenger must cancel it no less than twenty-four (24) hours before the flight time, unless the ticket in question is a same-day return.

When seeking any changes to a reservation, the passenger must submit a request in the same advance time, as long as the fees in question do not have restrictions or special confirmation obligations, and he shall bear any extra charges derived therein depending on fee conditions and place availability.

#### Information on Passengers' Special Requirements

If the passenger needs any special condition or device for the flight, such as oxygen for medical use or a wheelchair, he or she must mention the requirement when requesting the reservation, or no less than twenty-four (24) hours before the flight, so that said elements may be reserved for him or her, if the airline provides that service. In any event, the carrier must have the equipment and logistics necessary to help this type of passenger on board and off aircraft and to move around safely, avoiding any procedure that could in any way put said passenger at risk, cause him or her pain, or aggravate his or her condition.

Likewise, if the passenger carried a pet, he or she must inform the airline when booking or at least twenty-four (24) hours before the flight, stating whether a travel kennel is required for the animal, so this can be reserved.

Furthermore, the passenger must inform the airline if he or she will be traveling with any item that is difficult to handle or that is subject to any type of restriction, or that requires the use of special devices or procedures to transport it, so that these can be likewise reserved if the airline provides that service.

#### Care for Passengers with Physical or Mental Illnesses, or Minors

In accordance with Article 1005 of the Commercial Code, when the carrier knowingly brings on board passengers who are physically or mentally ill or minors, it must provide them, within his possibilities, with the ordinary care required by their state or condition. Furthermore, it shall provide as much assistance and care as possible to passengers who suddenly suffer injuries or develop symptoms of any illness during the flight.

When transporting said passengers, the airlines must require a certificate signed by a physician issued no more than twelve (12) hours before the flight, in accordance with the requirements of Chapter VIII of the Manual of Airport Operations, showing the physician's relevant professional registry and stating the health conditions of the passenger, and his or her fitness to travel. Likewise, and depending on the passenger's state, it may be required that a physician or any other person suitable to the case, assists him or her at his or her cost throughout the trip, unless the physician certifies that this is unnecessary.

In accordance with the conditions above stated, the airline shall be able to charge additional fees should there be a need to assign staff to assist the passenger, or to provide any care at the airline's expense.

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#### Transportation of Minors

An adult passenger may travel on domestic trips with a child younger than (2) years of age without paying any fee for the child, as long as the child travels in arms and does not occupy a seat. Children younger than twelve (12) years of age will be charged a maximum fee equivalent to two thirds (2/3) of the corresponding adult fee, and shall have the right to occupy a seat.

The benefits addressed in the foregoing paragraphs shall not be compulsory for the airline when dealing with duly registered promotional fees.

If the minor passengers mentioned in this item are not traveling with their parents or legal guardians or a responsible adult authorized by these, they must travel in the care of the airline, in accordance with the conditions set forth by the airline, which shall be able to charge additional fees in the event that additional staff needs to be assigned to look after the minor or to provide any additional care that entails costs to the airline; these fees must be a matter of public knowledge and shall be informed to whoever purchases the ticket on behalf of the minor, when purchasing the ticket.

The parents or legal guardians of the minor shall provide the personal data of the person authorized to collect the minor at the destination, with respect to which it is understood that they have received authorization to that effect from the individual in question.

When transporting minor passengers mentioned in this section, airlines must abide by Law 1098 of 2006 on childhood and adolescence, in particular what is set forth in articles 89 item 11 of that Law; regarding the support of the police authority, migration and other competent authorities, with regard to the continuous surveillance of the transportation of children and adolescents through land, air and sea terminals, and article 110 regarding permits to leave the country.

In order to avoid the sexual exploitation of children and adolescents, every public transportation commercial air services company shall adopt, in accordance with Law 679 of 2001, and added to by Law 1336 on 2009, and in Resolution 04311 of 2010 by the Special Administrative Unit of Civil Aeronautics, a self-regulating protocol or Code of Conduct, a document that must be adhered to by the company's legal representative, directors, managers, employees and contractors involved in the provision of air transportation services.

#### Pregnant Women

Pregnant women must not travel by air if they are more than thirty (30) weeks pregnant, unless the journey is strictly necessary. In any event, said passengers shall sign and provide the carrier with an approved document with medical certificate as to her fitness for the trip, waiving liability from the company

for any eventuality that may arise from her state during the flight.

The above mentioned medical certificate shall take into account the route and duration of the flight and it shall be issued within the preceding twenty-four (24) hours.

#### Passenger Arrival

The passenger must arrive at the departure airport and check in within the time set forth by the travel agency or the airline when he or she is purchasing his or her ticket or reservation. In the absence of said indication, the passenger must arrive at least one (1) hour before departure for domestic flights and two (2) hours for international flights.

If the passenger does not arrive for the flight sufficiently in advance of departure, the carrier shall be able to use his or her place. Nonetheless, if there are available seats when the passenger arrives and the flight has not been closed, the passenger may be admitted.

#### Passenger Identification

The passenger must identify himself or herself and submit his or her travel documents (ticket, passport, etc.) upon request from the carrier or migration, police or customs authorities at the airports. If the passenger does not submit the requested identity documents, the airline may refuse to let him or her board.

For transportation of minors, their parents or guardians must submit a copy of the civil registry or equivalent document to identify them.

#### Cancellation, Interruption or Delay

In accordance with what is set forth in Article 1882 of the Commercial Code, if the journey cannot commence under the terms set forth or if commencement is delayed due to force majeure or weather affecting the safety of the trip, the carrier is released from responsibility by returning the cost of the ticket. In said cases the passenger may demand the immediate return of the total cost without incurring any penalty.

If, once the journey has begun, it is interrupted by any of the causes stated in the previous section, the carrier shall be obliged to transport the travelers and baggage at its own cost, delivering them to their destination by the fastest means possible, unless the passengers opt to be reimbursed for the part of the price proportional to the distance not traveled.

The carrier shall also cover reasonable costs for board and lodging resulting from any service interruptions.

#### Passenger Compensation

In the event of cancellations, interruptions or delays for which refund has not taken place, or when faced with any other event that can be applicable to the carrier, as well as in situations involving the places overbooking, the carrier shall compensate the

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passenger in accordance with the following:

(a) Delays. When there is a delay to the commencement of the flight (beginning of taxiing immediately preceding take-off) and the flight does not meet its planned schedule as authorized by the Colombian Civil Aviation Authority, the following shall be complied:

(1) If the delay is of more than one (1) hour and less than three (3), the passenger shall be offered a snack and a phone call to the destination or to the point of origin in the case of connections, lasting no longer than three (3) minutes, or by the swiftest means available, at the passenger's request. However, if the cause of delay has been addressed and the imminent departure of the flight (within fifteen (15) minutes) is foreseen, the carrier may decide not to provide this compensation if providing it would lead to a longer delay.

(2) If the delay is of more than three (3) hours and less than five (5), the passenger must be provided with meals (breakfast, lunch or dinner according to the time of day) in addition to the aforementioned.

(3) If the delay is of more than five (5) hours, the carrier must, in addition to the foregoing, compensate the passenger in accordance with what is set forth in letter (f). However, if this delay runs past 10 pm (local time), the airline must provide, in addition, accommodation (if the passenger is not at his or her place of residence) and expenses for traveling from the airport to the accommodation and vice versa, unless the passenger voluntarily accepts to wait longer if it is expected that the flight will depart within a reasonable time.

(b) Transportation Interruption. In case of transportation interruption, in accordance with what is set forth in the previous section, if the passenger does not opt for the return of the proportional cost corresponding to the leg not traveled, he or she shall be compensated for the delay experienced until such time as the journey recommences, in accordance with the previous letter (a).

(c) Cancellation. In those cases where the airline decides to cancel the flight, and the passenger has a confirmed reservation, but the cost of the journey has not been reimbursed, the passenger shall be covered for accommodation expenses (if he or she is not at his or her place of residence) and expenses for traveling from the airport to the accommodation and vice versa.

Furthermore, if there is a delay before the flight is canceled, the passenger shall receive the compensation set forth in letter (a) as applicable.

In those cases where the cancellation is not due to force majeure or weather affecting safety, the passenger, in addition to being reimbursed the price paid for the journey corresponding to the canceled flight, shall be paid additional compensation as set forth in letter (f).

If, due to the cancellation or another circumstance, the passenger is transferred to another flight with the same or another airline, he or she shall be compensated in accordance with the time spent waiting until the other flight departs. If the other flight departs within six (6) hours, counting from the original scheduled departure time flight, the passenger shall not be entitled to the additional compensation stated in letter (f).

(d) Overbooking. If boarding is refused due to overbooking or for any other reason applicable to the airline when the passenger has made a reservation and arrived at the airport at the appropriate time, the carrier must offer the passenger transport to his or her final destination on the next available flight with the same airline, on the same date and by the same route. If there is no available flight, the carrier must do what is necessary, at its own cost, to place the passenger with another airline as promptly as possible.

(e) Early Flight Departure. If the airline moves the departure time flight forward by more than one hour without notifying the passenger, or if the passenger has been notified but is unable to travel at the new time, the airline must offer transport to the passenger's final destination on the next flight he or she finds convenient with the same airline, by the same route.

If there is no available flight, the carrier must do what is necessary, at its own cost, to place the passenger with another airline as promptly as possible. In these cases, the passenger shall not pay any additional costs if the new place is at a higher fee; if the passenger does not accept any of these alternatives, he or she may demand to be reimbursed the cost paid for the trip or trips, without any penalty.

(f) Additional Compensation. The airline shall compensate the passenger with an additional amount, equivalent to at least thirty per cent (30%) of the cost of the journey to be paid in cash, unless the passenger expressly accepts payment by another means, such as tickets on the airline's routes, vouchers for ticket purchase, air miles recognition, etc., in the following cases:

(1) Overbooking, if there is no direct agreement with the passenger, by which he or she accepts voluntarily not to travel on the expected flight.

(2) Delay of more than five (5) hours, due to causes applicable to the carrier.

(3) Flight cancellation due to a cause applicable to the carrier.

For the purposes of determining the compensation amount for just one leg of a journey, the total price paid for the ticket will be multiplied by the result of dividing the distance of the leg in question by the total distance.

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(g) Transit and Connections. The aforementioned compensations shall also be applicable in the case of passengers in transit or with connections with the same airline or under inter-company cooperation agreements, if they are unable to continue their journey.

In said cases, the airline or airlines shall check that the passenger has successfully boarded the flight corresponding to his or her next leg and shall bear responsibility for those delays applicable to them, beyond the transit or connection times that had been agreed with the passenger.

#### Refunds

##### Due to Passenger Withdrawal

When the passenger withdraws from the journey, he or she has the right to be reimbursed the amount paid for the ticket, notwithstanding reductions percentage that may be applied in the airline's favor in accordance with the company regulations, approved by the Aviation Authority (when dealing with refundable fees).

When the passenger withdrawal occurs as a consequence of any change applicable to the airline in the flight time or the conditions of the flight to the extent that, given the new circumstances, he or she no longer finds it useful or convenient, no penalty or reduction percentage for the refund shall be applied.

##### Due to Passenger Non-compliance

The passenger shall also have the right to be reimbursed the value of his or her ticket, or the fraction of the value proportional to the route or leg not traveled, if the carrier finds itself obliged to refuse to carry the passenger or interrupt the transportation because the passenger fails to comply with his or her obligations, exhibits unseemly conduct or behaves disruptively. In said cases the carrier may retain the reduction percentage as well as the amounts corresponding to the expenses or delays it may incur as a result of said behaviors.

##### Payment Type

Any refunds carried out in Colombia shall be paid in Colombia pesos. When dealing with international tickets priced in US dollars, the current exchange rate under Law at the time of purchase shall be applied.

##### Refund Promptness

In accordance with Article 1882 of the Commercial Code, any refunds shall be completed as soon as the passenger's request is received following the cancellation, delay, interruption, withdrawal, or any other circumstances that prompt it.

For the purposes of this section it shall be considered that the refund has been immediate, in the case of spot payments in cash, if the payment takes place within six (6) working hours of the request. In case of payments made by credit card or other deferred means of payment, or by electronic means, if the

order to the financial entity or other intermediary, as applicable, to make the refund effective is made within five (5) working days following the request.

If circumstances arise that prevent the refund being made under the stated terms, the passenger must be notified, and informed of the date the refund will take place, which shall, in all events, be within the five (5) working days following the corresponding term expiration.

In any case, the airline may perform the inquiries it deems appropriate that will help establish whether refund is appropriate and, if not, it shall notify the passenger within the corresponding term, which shall not prevent this party from proceeding with any legal or administrative measures he deems necessary.

#### BAGGAGE

##### Baggage Type

The passenger has the right to carry with him or her on the same flight the quantity of baggage stated by the carrier in accordance with the aircraft capacity and, in any event, within the load set forth in the applicable rules.

##### Term for Baggage Transportation Failures Complaints

The carrier must respond to a complaint about loss, ransacking, total or partial destruction, damage or delay of checked baggage, whenever such a complaint is submitted by the passenger within the following terms:

- In case of loss, ransacking, total or partial destruction or damage of the baggage, the passenger must submit a written complaint to the carrier as soon as it has been noticed, or no later than seven (7) days after it has been received, or from the date the baggage was meant to arrive at its destination.
- In case of delay, the complaint must be made no later than twenty-one (21) days from the date on which the baggage was meant to arrive at its destination, or from the date on which it became available.
- In accordance with Article 1028 of the Commercial Code, once the transported baggage has been received without any observations the contract is deemed to have been fulfilled. In case of partial loss, ransacking or damage that are obvious or noticeable at first sight the complaint must be made during the baggage handover and collection process.

If, due to special circumstances that prevent the immediate baggage recognition, the baggage state cannot be perceived during handover, the recipient may collect it under the condition acknowledgement is made. The inspection shall be carried out in the presence of the carrier or of the person the carrier designates for that purpose, within three (3) days following the date of handover.

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If a passenger's baggage, whether accompanied or not, does not arrive, or if it arrives on another flight meaning that its owner needs to wait or has to return to the airport to claim it, the journey's costs to and from the airport, if necessary, will be borne by the carrier. In said cases, the carrier shall also cover the minimum expenses for the passenger to acquire personal hygiene items, or shall provide him or her with such items. If the baggage is delayed for more than twenty-four (24) hours, the compensation shall also include an amount sufficient for acquiring basic clothing, and in any case not less than twenty per cent (20%) of the cost of the journey per day of delay, for each affected passenger.

#### Transportation of Pets

Animals or pets must not be taken into the passenger cabin if they may cause risk or annoyance to other people on board. These animals must travel in the cargo holds, unless otherwise authorized by the carrier after checking that the species in question does not constitute a risk or annoyance, or when dealing with guide dogs for visually impaired people. In any case, before traveling, the applicant must show compliance with all the health requirements formulated by the competent authority in the departure airport (ICA [Colombian Agricultural Institute] - Port Health), including, but not limited to, animal health certificate, a vaccination booklet and animal inspection in case of international flights. The animal must travel in a cage or kennel provided by the passenger as long as it is appropriate for transporting the animal, or by the carrier if it is requested well in advance. The passenger shall be responsible for ensuring minimum health and hygiene precautions to the pet.

We apologise for any inconvenience caused. If you consider it necessary, you can contact our Customer Service Centre at:

<https://www.iberia.com/co/customer-relations/>