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## General Terms & Conditions of Carriage for Passengers and Baggage



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## **1 General**

- 1.1 These Conditions of Carriage govern the relationship between the passenger and Air Greenland in relation to carriage of the passenger and the passenger's Baggage, if any, including both parties' rights and obligations.
- 1.2 The passenger should read the provisions of these Conditions of Carriage carefully prior to formation of a contract concerning carriage, as the Conditions of Carriage contain provisions on the limitations of Air Greenland's liability for personal injury and damage to the passenger's Baggage. It is recommended that the passenger takes out their own travel insurance if the limitations on Air Greenland's liability in these Conditions of Carriage are not satisfactory to the passenger.
- 1.3 The latest updated version of the General Terms and Conditions of Carriage for Passengers and Baggage can at any time be found on Air Greenland's website.

## **2 Definitions**

- 2.1 In these Conditions of Carriage the following terms have the following meanings, unless otherwise evident from the context:

**"Air Greenland's Authorised Agent"** means a sales agent authorised by Air Greenland to represent Air Greenland in connection with the sale of carriage by air on Air Greenland's services.

**"Air Greenland's website"** is [www.airgreenland.dk](http://www.airgreenland.dk).

**"Airport Taxes"** means taxes, duties, supplements and fees which the government, public authorities, airports or others impose on Air Greenland.

**"Air Transport Act"** means Act no. 1036 of 28 August 2013 relating to air transport (with subsequent amendments).

**"Baggage"** means the objects, items, aids and personal belongings that the passenger takes with them for their own use in connection with the flight. Unless otherwise stated, this includes both Checked Baggage and Hand Baggage.

**"Checked Baggage"** means that portion of the passenger's Baggage for which Air Greenland has assumed custody on check-in, and for which Air Greenland has, in this connection, issued a Baggage Identification Tag.

**"Code Share"** refers to the situation in which the seats on one air carrier's departure are provided by another air carrier by means of the latter carrier's own airline designator code alone or together with the Transporting Airline's airline designator code.

**"Coupon"** means both a paper Flight Coupon and an electronic Flight Coupon, each of which entitles the passenger whose name appears on the Ticket to which the Flight Coupon belongs to travel on the flight that appears on the Flight Coupon.



“**EFTA**” means European Free Trade Association.

“**EFTA member state**” means a country that is a member of the European Free Trade Association.

“**EU**” means the European Union.

“**EU licence**” means a licence issued by an EU member state in accordance with the provisions of Regulation (EC) no. 1008/2008 of the of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community (Recast).

“**EU member state**” means a country that is a member of the European Union.

“**EU Regulation 261/04**” means Regulation (EC) no. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) no. 295/91.

“**EU Regulation 679/16**” means Regulation (EU) no. 679/2016 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Protection Regulation).

“**Flight coupon**” means that portion of the Ticket that bears the notation “Good for passage”, and which indicates the places of departure and arrival which the passenger is entitled to be carried from and to respectively.

“**Force Majeure**” means unusual and unforeseeable circumstances which are beyond the control of the party that pleads them, and which the party concerned is unable to avoid even if all due care has been exercised by the party concerned.

“**Hand baggage**” means all Baggage and all personal belongings or other items not contained in Checked Baggage that the passenger takes with them on the flight.

“**IATA**” means International Air Transport Association.

“**ICAO**” means International Civil Aviation Organisation.

“**SDR**” is an abbreviation of Special Drawing Rights, which are defined by The International Monetary Fund.

“**Seat class**” means the class on which travel takes place. Air Greenland offers “Economy” and “Business” class.

“**Ticket**” means a valid document that entitles the passenger to fly with Air Greenland. It can be either an electronic ticket or another document issued by Air Greenland or on behalf of Air Greenland after the passenger’s reservation of a Ticket is confirmed.



“**Transporting Airline**” means the air carrier that actually operates the flight.

### **3 Applicability**

#### **3.1 General**

3.1.1 These Conditions of Carriage are applicable to all flights or flight segments that are operated by Air Greenland, and/or where Air Greenland’s name and/or Air Greenland’s registration letters, “GL”, appear on the Ticket for the flight or flight segment concerned, unless otherwise stated in sections 3.2 to 3.6 below.

3.1.2 These Conditions of Carriage do not apply to the transport of cargo.

#### **3.2 Carriage within and from EU/EFTA member states**

3.2.1 In the event of carriage by Air Greenland within and from an EU/EFTA member state, passengers may have certain rights pursuant to EU Regulation 261/04 in the event of denied boarding, cancellation and/or delay. Information to this effect can be found on Air Greenland’s website in the document “Your Rights”, which can also be obtained by making an enquiry to Air Greenland or Air Greenland’s Authorised Agent.

3.2.2 It follows from EU Regulation 261/04, article 3, section 1, that the regulation alone applies to flight departures from an airport that is located in the territory of an EU or EFTA member state or to flight departures from an airport that is located outside the territories of EU and EFTA member states if the flight concerned is operated by a so-called Community carrier, which is an air carrier with a valid EU licence.

3.2.3 Greenland is not an EU or EFTA member state. Air Greenland is a Greenlandic airline which does not have an EU licence, and Air Greenland is thereby not a Community carrier. Pursuant to EU Regulation 261/04, the regulation thus only applies to Air Greenland’s flights from an airport that is located in the territory of an EU or EFTA member state. Passengers on these flights are covered by the rules in EU Regulation 261/04.

3.2.4 EU Regulation 261/04 does not apply, on the other hand, in connection with Air Greenland’s flights between two airports located in Greenland, Air Greenland’s flights from an airport located in Greenland or Air Greenland’s flights from other airports that are located outside the territories of EU and EFTA member states.

3.2.5 In the event of inconsistency between EU Regulation 261/04 and these Conditions of Carriage, EU Regulation 261/04 takes precedence.

#### **3.3 Charter operations**

3.3.1 In the event that carriage is performed as a charter flight, these Conditions of Carriage do not apply unless they are incorporated into the charter agreement with the travel agency or appear on the passenger’s Ticket, either by reference or otherwise.

#### **3.4 Code Share**

3.4.1 If carriage takes place pursuant to a Code Share agreement, these Conditions of Carriage apply both when Air Greenland is the Transporting Airline and when Air Greenland does not perform



the actual carriage, but where the contract on carriage has been entered into between the passenger and Air Greenland, and Air Greenland is thereby the contracting air carrier.

3.4.2 If Air Greenland is not the Transporting Airline, the passenger will be informed at the time of reservation as to which carrier is the Transporting Airline on the passenger's flight.

3.5 Conventions, laws and regulations

3.5.1 Air Greenland's carriage of passengers and baggage is subject to applicable national and international conventions, laws and other rules and regulations. These Conditions of Carriage will therefore only apply to the extent that they are not inconsistent with such absolute conventions, laws and other rules and regulations.

3.5.2 If there is an inconsistency between one or more provisions in these Conditions of Carriage and applicable national and international conventions, laws and other rules and regulations, the latter will also take precedence to the extent that the latter cannot be deviated from by agreement.

3.5.3 If a provision in these Conditions of Carriage is invalid pursuant to applicable national and international conventions, laws and other rules and regulations, it does not entail that the other provisions in these Conditions of Carriage are also invalid.

3.6 Precedence in relation to Air Greenland's other rules and conditions

3.6.1 If there is an inconsistency between one or more provisions in these Conditions of Carriage and Air Greenland's other rules and conditions, these Conditions of Carriage will always take precedence.

3.6.2 The Danish version of these Conditions of Carriage is the original text, and all versions in other languages are translations of the Danish version. In the event of inconsistencies between the Danish version and one of the translated versions, the Danish version will always take precedence.

**4 Tickets**

4.1 General

4.1.1 The Ticket is evidence that a contract has been entered into concerning carriage between Air Greenland and the passenger whose name appears on the Ticket. The terms and conditions of the contract and carriage that appear on the Ticket are valid in addition to these Conditions of Carriage. In the event of inconsistencies between the terms and conditions of the contract and carriage on the Ticket and these Conditions of Carriage, the latter will always take precedence.

4.1.2 The Ticket does not grant the right to carriage and will lose its validity if the Ticket's Coupons are not used in the sequence that appears on the Ticket.

4.1.3 Each Coupon that appears in the passenger's Ticket gives the passenger the right to carriage on the seat class, date and flight that appears on the Coupon.

4.2 The passenger's right to carriage

4.2.1 A passenger is entitled to carriage on presentation of a valid and duly issued Ticket on which the passenger's name appears, given that Air Greenland has the right to demand that the passenger



presents relevant photo ID as proof of the passenger's identity.

4.2.2 A passenger is not entitled to carriage if the Ticket presented is damaged or if the Ticket has been altered otherwise than by Air Greenland or Air Greenland's Authorised Agent.

4.3 Transfer of Ticket

4.3.1 The Ticket is not transferable, and the name that appears on the Ticket cannot be changed.

4.4 Period of validity

4.4.1 Unless otherwise stated on the Ticket, in these Conditions of Carriage or Air Greenland's other rules and conditions, a Ticket is valid for carriage for a period of one year from the date of issue.

4.5 Changes to or cancellation of a Ticket

4.5.1 Changes to or cancellation of a Ticket, and refunds in connection herewith, may be limited or precluded for some types of Ticket.

4.6 Onward flights or return flights

4.6.1 If a Ticket or Coupon is not used by the passenger, Air Greenland can cancel one or more Tickets or Coupons for onward flights and/or return flights that are related to the Ticket or Coupon that has not been used if Air Greenland has reason to believe that the passenger will not use the Ticket or Coupon concerned.

**5 Fares, taxes, duties, supplements and fees**

5.1 General

5.1.1 The fare covers only air carriage between the airport at the point of departure and the final airport at the point of arrival that are stated on the Ticket. Unless otherwise stated on the Ticket, these Conditions of Carriage or Air Greenland's other rules and conditions, the fare does not therefore include ground transport service between airports or between airports and town terminals.

5.2 Applicable fares

5.2.1 The applicable fare is the fare that is quoted either by Air Greenland or on behalf of Air Greenland as the applicable fare for the carriage covered by the Ticket at the time at which the passenger purchases or reserves the Ticket.

5.2.2 The price of carriage covered by the Ticket can be changed by Air Greenland or by Air Greenland's Authorised Agent on behalf of Air Greenland up to the point at which the carriage concerned is commenced. If the passenger changes their Ticket after purchase of the Ticket, Air Greenland has the right to charge the new price that the Ticket may have at the time at which it is changed if the new fare is higher than the original fare. If the new fare is lower than the original fare, the passenger may be entitled to a refund if the Ticket is of a type on which a refund can be claimed.

5.2.3 Air Greenland can refuse to perform the carriage covered by the Ticket if the full fare is not paid prior to commencement of carriage.



### 5.3 Taxes, duties and fees

5.3.1 The fare may include taxes, duties, supplements and fees which the government, public authorities, airports or others impose on Air Greenland. These taxes, duties, supplements and fees must be defrayed by the passenger and are either incorporated into the applicable fare referred to in section 5.2 or shown separately in the “taxes” field on the Ticket.

### 5.4 Refunds

5.4.1 If the Ticket is of a type that does not qualify for a refund of the fare in the event of cancellation of the Ticket, only unused Airport Taxes will be refunded.

5.4.2 If the Ticket is of a type that does qualify for a refund of the fare in the event of cancellation of the Ticket, both the fare and unused Airport Taxes will be refunded.

### 5.5 Currency

5.5.1 The fare and taxes, duties, supplements and fees must be paid in a currency that is approved by Air Greenland.

### 5.6 Handling fee and additional fee for credit cards

5.6.1 If the Ticket is booked through Air Greenland’s call centre, Air Greenland charges a non-refundable handling fee.

5.6.2 If the Ticket is changed or cancelled, and provided that the type of ticket qualifies for this, Air Greenland can charge a non-refundable fee for such a change to or cancellation of the Ticket.

5.6.3 Air Greenland charges a fee for assistance, personal assistance and service for all passengers that travel to and from Copenhagen Airport. This fee is determined by the EU and is part of the applicable fare that is referred to in section 5.2.

5.6.4 An additional fee can be imposed on fares that are paid for by payment card. These fees are determined by each payment card company and are a fixed percentage of the total price of the Ticket. Payment card companies can change these rates at short notice.

## **6 Reservations**

### 6.1 General

6.1.1 Reservations are only confirmed to the passenger once Air Greenland or Air Greenland’s Authorised Agent has registered the passenger’s reservation as accepted in Air Greenland or the agent’s booking system.

6.1.2 If the passenger has not paid the full fare applicable to the reservation prior to the payment deadline that is stipulated by Air Greenland or Air Greenland’s Authorised Agent, Air Greenland or Air Greenland’s Authorised Agent has the right to cancel the reservation.

### 6.2 Seat reservation

6.2.1 In cases where the passenger has the option of reserving a particular seat prior to departure, Air Greenland will endeavour to comply with the passenger’s request for reservation of a particular seat.



- 6.2.2 If the passenger has not chosen a seat in advance where this is possible, the passenger will be allocated a seat in connection with check-in.
- 6.2.3 Air Greenland is entitled to change approved seat reservations all the way up until after boarding has taken place if this is necessary for the sake of operations, safety and security or other special considerations.
- 6.3 Reconfirmation of reservations
- 6.3.1 A reservation for an onward flight or return flight may be subject to a requirement to reconfirm the reservation. If reconfirmation is required, Air Greenland or Air Greenland's Authorised Agent will advise the passenger of how and when reconfirmation must be carried out by the passenger.
- 6.3.2 If reconfirmation of a reservation for an onward flight or return flight is required and the passenger does not carry out due reconfirmation as indicated by Air Greenland or Air Greenland's Authorised Agent in accordance with section 6.3.1, Air Greenland or Air Greenland's Authorised Agent can cancel the reservation(s) concerned.
- 7 Processing of personal data**
- 7.1 General
- 7.1.1 Contact information for the data controller under this agreement is as follows:  
[datamanager@airgreenland.gl](mailto:datamanager@airgreenland.gl).
- 7.2 Purpose of processing and recipients
- 7.2.1 In the event of reservation or purchase of a Ticket and/or services related to a Ticket, Air Greenland acquires personal data that Air Greenland or Air Greenland's Authorised Agent receives from the passenger in connection with the reservation or purchase. This personal data is submitted by the passenger with the purpose of making a reservation or purchase of an air carriage service and any related services.
- 7.2.2 When passengers contact Air Greenland or Air Greenland's Authorised Agent, including enquiries concerning claims of compensation pursuant to EU Regulation 261/04, the personal data that Air Greenland or Air Greenland's Authorised Agent receives from the passenger is processed. Processing takes place with the aim of dealing with the passenger's enquiry.
- 7.3 Legal basis for processing of data
- 7.3.1 The processing of personal data under this agreement is necessary for the sake of performance of the contract between the passenger and Air Greenland.
- 7.4 Disclosure of personal data and transmission of personal data
- 7.4.1 Air Greenland discloses the data to Air Greenland's consolidated companies, Air Greenland's Authorised Agents, public authorities, airport authorities, etc., other airlines, suppliers of services related to the provision of Air Greenland's services to the passenger in each country in connection with the carriage of the passenger, in addition to Air Greenland's legal advisers.
- 7.4.2 Air Greenland transmits data to Greenland, which is located outside the EU and the European Economic Area. In order to ensure that the personal data is sufficiently well protected, Air



Greenland has accepted the Commission's standard contract provisions with the relevant recipients of personal data.

7.5 Storage period

7.5.1 Personal data will be kept for five years unless applicable legislation demands that the data be kept for a longer period.

7.6 The right to request insight into, correction, deletion or restriction of processing of personal data and the right to data portability

7.6.1 The passenger has the right at any time to make a request to Air Greenland concerning insight into, correction of or request deletion of the personal data that Air Greenland processes concerning the passenger. Furthermore, the passenger has the right at any time to request that processing of the passenger's personal data is restricted if the conditions in EU Regulation 679/16 are satisfied, as well as to receive the personal data that the passenger has submitted to Air Greenland (data portability). Such enquiries must be addressed to: [info@airgreenland.gl](mailto:info@airgreenland.gl).

7.7 The right to lodge a complaint to a supervisory authority

7.7.1 The passenger always has the right to lodge a complaint concerning Air Greenland's processing of personal data to a supervisory authority (in Greenland and Denmark, the appropriate supervisory authority is the Danish Data Protection Agency).

**8 Check-in and boarding**

8.1 Check-in times

8.1.1 Check-in deadlines may vary from airport to airport, and passengers are obliged to keep themselves informed of the check-in deadline at the airport from which they are due to depart. The passenger is responsible for complying with check-in deadlines.

8.1.2 The passenger must arrive at check-in in good time prior to the departure time for the flight that the passenger's check-in concerns, and the passenger must in any circumstances have completed check-in before the check-in deadline that appears on the passenger's Ticket or which may be stipulated by Air Greenland or Air Greenland's Authorised Agent.

8.1.3 Air Greenland or Air Greenland's Authorised Agent has the right to refuse to carry the passenger if the passenger fails to comply with the deadline and requirements for check-in.

8.1.4 Neither Air Greenland nor Air Greenland's Authorised Agent will be liable for any loss the passenger may suffer or expenses that the passenger may incur as a result of the passenger's failure to comply with section 8.1, unless such a failure to comply is due to wrongful action on the part of Air Greenland.

8.2 Boarding times

8.2.1 Passengers shall keep themselves informed of the time of boarding and are responsible for presenting themselves at this time for boarding.

8.2.2 The passenger shall be present for boarding at the boarding gate no later than the time that is stated on the passenger's boarding card or which is stipulated by Air Greenland or Air Greenland's



handling agent on check-in.

- 8.2.3 Air Greenland or Air Greenland's Authorised Agent has the right to cancel a seat reservation if the passenger fails to arrive for boarding in compliance with section 8.2.2.
- 8.2.4 Air Greenland or Air Greenland's Authorised Agent has the right to refuse to carry the passenger if the passenger fails to comply with the deadline and requirements for boarding.
- 8.2.5 Neither Air Greenland nor Air Greenland's Authorised Agent will be liable for any loss the passenger may suffer or expenses that the passenger may incur as a result of the passenger's failure to comply with section 8.2, unless such a failure to comply is due to wrongful action on the part of Air Greenland.

## **9 Refusal and limitation of carriage**

### **9.1 Right to refuse carriage**

- 9.1.1 Air Greenland has the right based on a reasonable belief to refuse to carry the passenger and/or the passenger's Baggage if Air Greenland or Air Greenland's Authorised Agent has notified the passenger in writing that Air Greenland will not carry the passenger after the date of written notification. In the event of such a refusal, the passenger may have rights pursuant to EU Regulation 261/04, given that reference is made to section 3.2 concerning the applicability of EU Regulation 261/04.
- 9.1.2 Air Greenland also has the right to refuse to carry the passenger and/or the passenger's Baggage if one or more of the following conditions is applicable or if Air Greenland or Air Greenland's Authorised Agent has reasonable grounds to presume that one or more of the following conditions applies:
  - 9.1.2.1 Refusal of carriage is necessary in order to comply with national and international conventions, laws, regulations and other orders.
  - 9.1.2.2 Carriage of the passenger and/or the passenger's Baggage may endanger or significantly affect the safety, health and/or comfort of other passengers and/or crew.
  - 9.1.2.3 The passenger's mental or physical state, including impairment from drugs or alcohol,
    - (a) presents a hazard to the passenger himself, other passengers, members of the crew or items of property; and/or
    - (b) causes considerable inconvenience to other passengers.
  - 9.1.2.4 The passenger fails to comply with Air Greenland's or the crew's instructions and/or the passenger otherwise exhibits behaviour that is contrary to regulations.
  - 9.1.2.5 In connection with previous flights with Air Greenland, the passenger has prevented the crew from doing their jobs, has failed to comply with Air Greenland's or the crew's instructions and/or the passenger has otherwise exhibited behaviour that is contrary to regulations, and Air



Greenland has reason to believe that such conduct will be repeated.

- 9.1.2.6 The passenger has refused to submit to a security inspection.
- 9.1.2.7 The passenger has not paid the full, applicable fare for carriage, including any taxes, duties, supplements and fees relating to this fare.
- 9.1.2.8 The passenger, in Air Greenland's opinion, including the flight crew's opinion, does not have valid travel documents, is seeking to travel through or enter a country illegally, has destroyed their travel documents during carriage, or on request for said documents refuses to surrender the travel documents to the flight crew.
- 9.1.2.9 The passenger presents a Ticket which
  - (a) is acquired unlawfully;
  - (b) has been purchased from an entity other than Air Greenland or Air Greenland's Authorised Agent;
  - (c) has been reported as being lost or stolen; or
  - (d) is counterfeit.
- 9.1.2.10 The person presenting the Ticket is not able to provide sufficient proof to Air Greenland that they are the person whose name appears on the Ticket.
- 9.1.2.11 The passenger refuses to observe Air Greenland's, including the flight crew's, safety instructions.
- 9.2 Carriage of unaccompanied children, pregnant passengers and passengers with special needs
- 9.2.1 Air Greenland's carriage of unaccompanied children, pregnant passengers and passengers with special needs is subject to prior agreement to this effect with Air Greenland or Air Greenland's Authorised Agent, unless otherwise pursuant to applicable national and international conventions, laws and other rules and regulations.
- 9.2.2 Carriage will take place in accordance with the guidelines that apply in this regard at the time of carriage. Such guidelines can be found at any time at Air Greenland's website.
- 9.2.3 Air Greenland reserves the right to be able to refuse to carry a pregnant passenger if, as a consequence of the stage of pregnancy or circumstances concerning the pregnancy, carriage of the passenger cannot be permitted pursuant to IATA's guidelines for carriage of pregnant passengers or the at any time applicable provisions on Air Greenland's website concerning the carriage of pregnant passengers.
- 9.2.4 Air Greenland reserves the right to be able to refuse unaccompanied children, irrespective of prior agreement to this effect in accordance with section 9.2.1, in the event that at the time of departure Air Greenland deems that the aircraft will not arrive at its destination at the scheduled



arrival time or if weather conditions or other unusual circumstances lead to a risk that the aircraft may have to land at a location other than the scheduled destination.

## **10 Baggage**

### **10.1 General**

10.1.1 Information about Air Greenland's rules concerning size, weight and fees for the passenger's Checked Baggage and Hand Baggage, if any, is found at Air Greenland's website or can be obtained by contacting Air Greenland or Air Greenland's Authorised Agent.

### **10.2 Checked Baggage**

10.2.1 When the passenger delivers their Baggage to Air Greenland for check-in, Air Greenland takes the passenger's Baggage into its custody, and Air Greenland issues a Baggage Identification Tag to the passenger for each item of Checked Baggage.

10.2.2 The passenger should secure their Baggage in a prudent manner in accordance with applicable rules, and the passenger must otherwise ensure that Checked Baggage is equipped with clear address labels that include the passenger's name, and that old address and destination tags are removed from the Baggage before being checked in.

10.2.3 Air Greenland endeavours to ensure that Checked Baggage is transported on the same aircraft as the passenger. In the event of insufficient space, however, Air Greenland reserves the right to be able to carry the passenger's Checked Baggage on the next aircraft with available space.

10.2.4 Air Greenland can refuse to check in and carry Baggage if it is deemed that the Baggage concerned does not comply with Air Greenland's rules on size and weight or is not properly packed in suitable packaging.

### **10.3 Hand Baggage**

10.3.1 In the passenger's Hand Baggage it is only permitted to carry liquids or fluids in containers that have a maximum capacity of 100 ml. The passenger may carry more than one container in their Hand Baggage, but no more than can be contained in a transparent and re-sealable bag of one litre.

10.3.2 The passenger may carry baby food and water appertaining to this in their Hand Baggage, and this may have a volume greater than 100 ml, although only in amounts required during the flight. The baby food must be presented in a separate tray at security inspection. In some airports, the passenger may experience that baby food will be picked out for further tests ("skin and taste test"). This may mean that the passenger will have to taste the baby food they have with them.

10.3.3 The passenger is permitted to carry their liquid medicine in their Hand Baggage, and this may have a volume greater than 100 ml, although only in amounts required during the flight. The remainder of the passenger's needs during the trip must be packed in the passenger's Checked Baggage. The passenger must be able to prove the authenticity of the medicine and their need to have it with them. Such proof can also be produced by the passenger bringing with them written documentation from their doctor and/or a receipt from the chemist's that can be presented at security inspection. At security inspection the medicine must be taken out of the passenger's



Hand Baggage and be presented in a separate tray.

- 10.3.4 Perishable goods may not be carried as Hand Baggage.
- 10.3.5 Air Greenland reserves the right to put all or part of the passenger's Hand Baggage in the aircraft's hold if the quantity of Hand Baggage on the flight concerned is too great in relation to the capacity on board the aircraft or if the passenger's Hand Baggage fails to comply with Air Greenland's rules on the dimensions and size of the Hand Baggage. The passenger may be subject to an extra charge for carriage of Hand Baggage if the Hand Baggage does not observe Air Greenland's rules for the dimensions and size of Hand Baggage.
- 10.4 Overweight Baggage
- 10.4.1 The passenger must pay a fee for overweight Baggage. The fee for excess weight depends on the route of the flight on which the overweight Baggage is to be carried. A table of excess weight rates on different routes can be found on Air Greenland's website. The excess weight fee must be paid in connection with check-in.
- 10.4.2 Carriage of excess Baggage depends on how much space there is on the flight concerned. Excess Baggage of more than 75 kg must be booked in advance through Air Greenland or Air Greenland's Authorised Agent. Excess Baggage less than 75 kg cannot be booked in advance and cannot be guaranteed until the date of departure, provided that there is sufficient space on the flight concerned.
- 10.5 Items that may not be carried as Baggage
- 10.5.1 The passenger is not permitted to carry the following as Baggage:
  - 10.5.1.1 Items that may cause damage to/or endanger the aircraft and persons or property on board the aircraft, including those items specified in ICAO's or IATA's regulations for carriage of dangerous goods.
  - 10.5.1.2 Items whose carriage is prohibited by laws, regulations and other orders in the country to be flown to, from or over.
  - 10.5.1.3 Live animals, with the exceptions outlined in section 10.9.
  - 10.5.1.4 Items which Air Greenland reasonably considers to be unsuitable for carriage because (i) they are dangerous or unsafe, (ii) due to their weight, size, shape and/or other properties and/or (iii) they are fragile or perishable.
  - 10.5.1.5 The items that are otherwise at any time listed on Air Greenland's website as Baggage that may not be taken on board.
- 10.5.2 The passenger must not bring items that are fragile, perishable or not properly packed, including, but not limited to, money, jewellery, silverware, electronic equipment, including laptop computers, securities, money or samples, as Checked Baggage.



- 10.5.3 The passenger must not bring those items as Hand Baggage that are at any time listed on Air Greenland's website as items that may not be taken on board as Hand Baggage.
- 10.6 Right of search
- 10.6.1 For reasons of safety and security, Air Greenland can ask the passenger for permission to perform a search of and/or scan the passenger and/or search or scan the passenger's Baggage.
- 10.6.2 Even if the passenger is absent, Air Greenland has the right to search and/or scan the passenger's Baggage in order to determine whether the passenger is in possession of and/or whether the passenger's Baggage contains any of the items described in section 10.5.
- 10.7 Right to refuse carriage of Baggage
- 10.7.1 Air Greenland reserves the right to refuse to carry or carry onward (after check-in) the passenger's Baggage in the following cases:
- 10.7.1.1 If items described in section 10.5 are discovered in the passenger's Baggage.
- 10.7.1.2 If, because of its size, shape, weight, contents or other factors, the passenger's Checked Baggage and/or Hand Baggage is unsuitable for carriage on board an aircraft.
- 10.8 Special personal belongings
- 10.8.1 In addition to Checked Baggage and Hand Baggage, the passenger can take the following items free on board the aircraft:
- (a) tax-free goods purchased on board or in the airport,
  - (b) a small handbag or pocketbook,
  - (c) an overcoat,
  - (d) a small camera or pair of binoculars,
  - (e) a reasonable amount of reading material,
  - (f) umbrella or walking stick,
  - (g) collapsible pushchair (which in fully collapsed state may measure up to 110 cm in length and 40 cm in circumference and weigh no more than 4 kg),
  - (h) a travel rug, and
  - (i) a fully collapsible wheelchair for disabled persons (Air Greenland reserves the right to place this in the aircraft hold) and/or a pair of crutches or other assistive technology devices on the condition that the passenger is dependent on these.
- 10.9 Carriage of live animals
- 10.9.1 Air Greenland can permit the carriage of live animals, either in the aircraft cabin as Hand Baggage or in the aircraft hold, provided that the passenger has obtained all necessary health and vaccination certificates, import permits and other documents that are required for carriage of the animal concerned and entry with the animal into the country of destination. On Air Greenland's website, provisions are outlined as to which animals Air Greenland may permit carriage of and to where carriage of the animal can take place.
- 10.9.2 Carriage of animals is conditional upon prior agreement with Air Greenland to this effect.



- 10.9.3 Fees for carriage of animals are found on Air Greenland’s website, or information to this effect can be obtained through an enquiry to Air Greenland or Air Greenland’s Authorised Agent.
- 10.9.4 In the event of travel to Greenland, the passenger must obtain an entry permit from Greenland Representation in Copenhagen for the animal due to be carried.
- 10.9.5 On check-in, the passenger must complete a “Certificate for transportation of animals”, which can be found on Air Greenland’s website.
- 10.9.6 Air Greenland reserves the right to refuse to carry an animal if the passenger refuses to complete the certificate described in section 10.9.5, and/or Air Greenland deems that the passenger has not obtained all health and vaccination certificates, import permits and other documents that are required for carriage of the animal concerned and entry with the animal into the country of destination.
- 10.9.7 Carriage of a live animal in the aircraft cabin is conditional upon the passenger observing the following:
- (a) the container or pet carrier in which the animal is transported must be waterproof and its dimensions must not exceed 55x40x23 cm,
  - (b) the animal must remain in the pet carrier or bag throughout the entire flight,
  - (c) the animal must weigh no more than 8 kg inclusive the container or pet carrier in which the animal is being transported, and
  - (d) the animal must not cause inconvenience, including obnoxious smells, to the other passengers.
- 10.9.8 Carriage of a live animal in the hold of the aircraft is conditional upon the passenger observing the following:
- (a) the animal must be transported in a certified pet carrier whose dimensions do not exceed 102x69x76 cm,
  - (b) the pet carrier must be strong, waterproof, clean and disinfected and equipped with containers for water and food,
  - (c) the bottom of the pet carrier must be covered with a moisture-absorbent material such as wood shavings or sawdust (straw and hay may not be used),
  - (d) the pet carrier must be constructed such that the animal cannot escape, hurt itself or damage the aircraft’s cargo,
  - (e) the size of the pet carrier must be such that the animal can stand up in a natural position, turn around and lie down again, and
  - (f) wire netting is not allowed.
- 10.9.9 Air Greenland can permit service dogs accompanying passengers with special needs to be taken into the cabin following prior agreement.
- 10.9.10 It is the passenger’s responsibility that an animal has the necessary documentation, including vaccination certificates, prior to passage through, to or from a country, and it is not Air



Greenland's responsibility to check this documentation. Air Greenland is not responsible for fines, costs, damage or injury to the animal or loss (including the death of the animal) in connection with an animal being refused entry into a country.

#### 10.10 Collection and delivery of Checked Baggage

- 10.10.1 The passenger must collect their Checked Baggage as soon as it is made available to the passenger at the passenger's stopover or final destination.
- 10.10.2 If the passenger does not collect their Checked Baggage within a reasonable period, Air Greenland has the right to charge the passenger a storage fee. If the passenger has not claimed their Baggage within a maximum of 3 months of the Baggage being made available to the passenger, Air Greenland has the right to dispose of the Baggage, and Air Greenland will not be liable for any loss or costs that the passenger or owner of the belongings in the Baggage may incur in connection herewith.
- 10.10.3 The passenger only has the right to delivery of Checked Baggage on presentation of the Baggage Identification Tag that was delivered to the passenger in connection with check-in (see section 10.2.1).
- 10.10.4 Notwithstanding section 10.10.3, Air Greenland can, if the passenger cannot present the relevant Baggage Identification Tag for the Checked Baggage, choose to surrender the Checked Baggage to the passenger if Air Greenland is satisfied that the passenger has proved their right to the Baggage in a satisfactory and sufficient manner.

### **11 Schedules and irregularities**

#### 11.1 Schedules

- 11.1.1 Air Greenland reserves the right to change the flight times shown in the timetable, including the scheduled departure time that appears on the passenger's Ticket.
- 11.1.2 If Air Greenland makes a change to the scheduled departure time of the passenger's flight after the passenger has bought their Ticket, Air Greenland or Air Greenland's Authorised Agent will endeavour to notify the passenger hereof on the basis of the contact information that the passenger has provided to Air Greenland or Air Greenland's Authorised Agent.
- 11.1.3 If Air Greenland makes a change to the scheduled departure time of the passenger's flight after the passenger has bought their Ticket, whereby the scheduled departure time is altered by more than 5 hours either backwards or forwards, or whereby the purpose of the passenger's journey is lost, and the passenger documents this to Air Greenland in an appropriate manner, the passenger is entitled to a refund of the fare and unused Airport Taxes.
- 11.1.4 Section 11.1.3 also applies to Tickets of a type that do not otherwise qualify for a refund.

#### 11.2 Cancellation and rerouting

- 11.2.1 If Air Greenland cancels a flight or reroutes or closes a route to which the passenger has purchased a Ticket, the passenger can, unless such cancellation, rerouting or closure is due to Force Majeure, choose that Air Greenland must either:



- (a) carry the passenger as soon as possible to the destination shown on the passenger's Ticket when a seat on a seat class corresponding to the purchased Ticket is available on one of Air Greenland's other flight departures, or
  - (b) carry the passenger to the destination shown on the passenger's Ticket when a seat on a seat class corresponding to the purchased Ticket is available on one of Air Greenland's other flight departures at a time that suits the passenger within 14 days of the original time of departure for the flight shown on the passenger's Ticket, or
  - (c) in the event of rerouting to another airport, carry the passenger by means of air or surface transport from this airport to the destination shown on the passenger's Ticket at Air Greenland's expense.
- 11.2.1.2 If the passenger chooses not to accept one of the possibilities for carriage listed in section 11.2.1, Air Greenland must refund the passenger's Ticket in accordance with section 12.
- 11.2.2 The passenger may have rights pursuant to EU Regulation 261/04 as a result of cancellation of a flight or rerouting or closure of a route to which the passenger has purchased a Ticket (see section 3.2 on the applicability of EU Regulation 261/04). Information on the passenger's rights in this case can be found on Air Greenland's website in the document "Your Rights", which can also be obtained by making an enquiry to Air Greenland or Air Greenland's Authorised Agent.
- 11.3 Long delays
- 11.3.1 Air Greenland reserves the right to enter into an agreement with a sub-supplier, including other air carriers and/or transport companies concerning carriage of the passenger and the passenger's Baggage with the aim of preventing the passenger having to endure a long delay.
- 11.3.2 The passenger may have rights pursuant to EU Regulation 261/04 as a result of a delay to a flight to which the passenger has purchased a Ticket (see section 3.2 on the applicability of EU Regulation 261/04). Information on the passenger's rights in this case can be found on Air Greenland's website in the document "Your Rights", which can also be obtained by making an enquiry to Air Greenland or Air Greenland's Authorised Agent.
- 11.4 Onward flights
- 11.4.1 If the passenger has purchased a Ticket which covers several flights on the same Ticket number, Air Greenland must provide assistance in accordance with 11.2 if Air Greenland is responsible for the passenger's delay on a flight and this means that the passenger fails to reach a subsequent onward flight on the same Ticket number.
- 11.4.2 If the passenger has purchased separate Tickets that do not have the same Ticket number for several consecutive flights and the passenger's delay on a flight with Air Greenland means that the passenger fails to reach a subsequent onward flight, Air Greenland has no obligation to provide assistance in accordance with section 11.2.
- 11.5 Denied boarding and downgrading
- 11.5.1 If the passenger is involuntarily denied boarding, and the denied boarding is not due to



circumstances related to the passenger, Air Greenland must provide assistance to the passenger where this is relevant. Provisions concerning which assistance Air Greenland must provide to the passenger are at any time stipulated in the document “Your Rights”, which can be found on Air Greenland’s website or obtained by making an enquiry to Air Greenland or Air Greenland’s Authorised Agent.

- 11.5.2 If the passenger is involuntarily downgraded from one seat class to a lower seat class, Air Greenland must provide compensation to the passenger. Provisions concerning which compensation Air Greenland must provide to the passenger are at any time stipulated in the document “Your Rights”, which can be found on Air Greenland’s website or obtained by making an enquiry to Air Greenland or Air Greenland’s Authorised Agent.
- 11.5.3 The passenger may have rights pursuant to EU Regulation 261/04 as a result of denied boarding or downgrading (see section 3.2 on the applicability of EU Regulation 261/04). Information on the passenger’s rights in this case can be found on Air Greenland’s website in the document “Your Rights”, which can also be obtained by making an enquiry to Air Greenland or Air Greenland’s Authorised Agent.

## **12 Refunds**

### **12.1 General**

- 12.1.1 The passenger is entitled to a refund of the fare and unused Airport Taxes pursuant to the provisions on refunds that appear at any time on Air Greenland’s website.

## **13 Conduct aboard the aircraft**

### **13.1 General**

- 13.1.1 If, in the reasonable opinion of Air Greenland, the passenger’s conduct aboard the aircraft is considered to pose a safety risk to the flight or any persons or property on board the aircraft, if the passenger prevents the crew from performing their duties, if the passenger fails to comply with the crew’s instructions, or if the passenger behaves in a manner which causes discomfort, inconvenience or injury to passengers or the crew, Air Greenland can take such measures with regard to the passenger that Air Greenland deems reasonable, appropriate and necessary to prevent continuation of any such conduct, including restraint of the passenger.
  - 13.1.2 If the passenger behaves as described in section 13.1.1, Air Greenland has the right to disembark the passenger or refuse onward carriage of the passenger.
  - 13.1.3 The passenger can be prosecuted for offences committed on board the aircraft, and the passenger must indemnify Air Greenland against all costs and/or losses which Air Greenland may incur as a result of the passenger’s conduct.
- 13.2 Use of electronic devices
- 13.2.1 The passenger’s use of electronic equipment aboard the aircraft is only permitted in accordance with the provisions concerning the use of electronic equipment that appear at any time on Air Greenland’s website.



13.2.2 Furthermore, the passenger must at all times comply with Air Greenland's and/or the crew's instructions concerning the use of electronic devices.

13.3 Smoking

13.3.1 It is not permitted to smoke on Air Greenland's flights. Smoking is prohibited throughout the aircraft.

**14 Arrangements for travel extras**

14.1 Air Greenland acts only as an agent if Air Greenland makes an arrangement with a third party to provide the passenger with a service other than carriage by air, of if Air Greenland issues a Ticket or other vouchers for services (except carriage by air) provided by a third party, including hotel reservation or car rental. In the case of such extra services, the terms and conditions of the relevant service provider will apply, and not these Conditions of Carriage.

14.2 Air Greenland has no liability for such extra services, unless Air Greenland has acted wrongfully in connection herewith.

**15 Successive air carriers**

15.1 Carriage that is performed by several successive air carriers in accordance with the same Ticket or in accordance with the same Ticket with a conjunction Ticket that is issued in connection herewith is regarded in terms of the application of section 119 of the Danish Air Transport Act as being a single operation.

**16 Administrative formalities**

16.1 General

16.1.1 The passenger is responsible for obtaining all necessary travel documents, including visas, that are required as a consequence of applicable laws, regulations and other orders on exit, entry and transit in the countries which Air Greenland carries the passenger from and to respectively.

16.1.2 The passenger is responsible for complying with all applicable laws, regulations and other orders in the countries which Air Greenland carries the passenger from and to respectively and in which the passenger is in transit during carriage by Air Greenland.

16.1.3 Air Greenland is not liable for the consequences of the fact that the passenger has failed to obtain all necessary travel documents as mentioned in section 16.1.1 or complied with all applicable laws, regulations and other orders as mentioned in section 16.1.2.

16.2 Travel documents

16.2.1 Prior to travel, the passenger must present all relevant and necessary travel documents, including exit, entry, health and other documents that are required by law, regulations and other orders on exit, entry and transit in the countries which Air Greenland carries the passenger from and to respectively.

16.3 Refusal of entry

16.3.1 If the passenger is refused entry into a country, the passenger is responsible for paying all fines and or charges that are imposed on Air Greenland by the relevant authorities as a result hereof.



- 16.3.2 The passenger is also responsible for defraying all costs of transporting the passenger out of the country concerned, and Air Greenland will not refund the passenger the fare for the flight to the country to which the passenger's entry was refused.
- 16.4 The passenger's liability for fines and charges
- 16.4.1 If Air Greenland has to pay any fines or incurs any costs as a result of the passenger's failure to comply with applicable laws, regulations or other orders in connection with the passenger's journey in the countries which Air Greenland carries the passenger to and/or from, or fails to present the documents that are required for the passenger's journey, the passenger must, at the request of Air Greenland, refund Air Greenland any such amounts paid or other outlay.
- 16.4.2 If Air Greenland has the right to a refund from the passenger pursuant to section 16.4.1, Air Greenland can offset such a claim for a refund against the passenger's claims, if any, against Air Greenland.
- 16.5 Customs inspection
- 16.5.1 The passenger can be ordered to be present during inspection of the passenger's Baggage by the customs' authorities or other authority representatives. Air Greenland is not liable for any loss or damage caused by such an inspection or through the passenger not being present.
- 16.6 Security inspection
- 16.6.1 The passenger and the passenger's Baggage must undergo the security inspection required by authorities, airport representatives in the arrival and departure airport and/or Air Greenland or other carriers.
- 17 Liability for damage**
- 17.1 General
- 17.1.1 Air Greenland is only liable for damage that occurs in connection with carriage that is performed by Air Greenland. If Air Greenland's name and airline designator code appear on the passenger's Ticket, and Air Greenland is thereby the contracting carrier, but the actual carriage of the passenger and the passenger's Baggage is performed by another carrier, the passenger can choose which of the carriers the passenger wishes to make a claim against.
- 17.1.2 Air Greenland is not liable for damage resulting from the passenger failing to comply with these Conditions of Carriage, applicable laws, regulations and other orders issued by public authorities.
- 17.1.3 Air Greenland's liability for damage is at any time limited to documented economic losses and does not include indirect losses and/or consequential losses.
- 17.1.4 If it follows from section 17.2, 17.3 and 17.4, that Air Greenland's liability is limited, or that Air Greenland is excluded of liability, this limitation of liability or exclusion of liability also applies to all Air Greenland's employees, agents and representatives, as well as any third party whose aircraft is used for carriage by Air Greenland and this third party's employees, agents and representatives.
- 17.1.5 In the event that Air Greenland's employees or anyone who has acted on behalf of Air Greenland,



including another carrier, is sued for damages that the party in question has caused during performance of their duty or job, the sum of the indemnities that are imposed on them and Air Greenland will be limited to the limits of liability determined for Air Greenland.

- 17.1.6 Air Greenland is not liable for unforeseen medical emergencies that occur on board an aircraft. If Air Greenland defrays costs as a result of an emergency landing in order to enable the passenger to get to a hospital, Air Greenland reserves the right to hold the passenger liable for reimbursement of all costs and expenses that Air Greenland may have defrayed in connection herewith.
- 17.1.7 Unless otherwise explicitly stated, nothing in the provisions of these Conditions of Carriage shall waive any exclusion or limitation of Air Greenland's liability in accordance with applicable laws, regulations or other orders or agreements.
- 17.2 Personal injury
- 17.2.1 Air Greenland is liable if a passenger is killed or injured as a result of an accident that has occurred on board Air Greenland's aircraft or when entering or exiting the aircraft. Air Greenland's liability also covers any loss of provider in the event of death.
- 17.2.2 Unless otherwise follows from section 17.2.4, Air Greenland's liability for personal injury pursuant to section 17.2.1 cannot be precluded or limited if compensation in relation hereto does not exceed 113,000 SDR for each passenger.
- 17.2.3 If compensation in relation to personal injury pursuant to section 17.2.1 exceeds 113.000 SDR for a passenger, Air Greenland will not be liable for the portion of compensation that exceeds 113,000 SDR, provided that Air Greenland can prove,
- (a) that the personal injury is not due to wilful or negligent action or failure on the part of Air Greenland or Air Greenland's employees or Air Greenland's agents, or
  - (b) that the personal injury is due exclusively to wilful or negligent action or failure on the part of a third party.
- 17.2.4 Compensation in relation to personal injury pursuant to section 17.2.1 will be reduced or annulled provided that Air Greenland can prove that the injured party, or someone from whom the injured party derives their rights, is wilfully or negligently complicit with regard to the injury. If a passenger is killed and a party other than the passenger claims compensation from Air Greenland in this regard, this compensation will also be reduced or annulled if Air Greenland can prove that the passenger is complicit with regard to the injury.
- 17.2.4.1 The reduction or annulment of compensation pursuant to section 17.2.4 must be determined alone with regard to the degree of complicity.
- 17.2.5 In the event of personal injury, Air Greenland must make an advance payment to cover immediate economic needs and which reflects the extent of the injury suffered. This must be done immediately and within 15 days of identification of the person entitled to compensation.



- 17.2.5.1 In the event of death, Air Greenland's advance payment pursuant to section 17.2.5 shall not be less than 16,000 SDR.
- 17.2.5.2 Air Greenland's advance payment pursuant to section 17.2.5 does not constitute recognition of liability and the amount may be offset against any subsequently assessed indemnity.
- 17.2.5.3 Advance payment pursuant to section 17.2.5 is not refundable unless it is subsequently proved that the person who received the advance payment either wilfully or through negligence caused or was complicit with regard to the personal injury, or that the person was not the person entitled to compensation.
- 17.3 Damage to Baggage
- 17.3.1 Unless otherwise follows from section 17.3.2, Air Greenland is only liable for damage in the event that Checked Baggage is lost or damaged as a result of an event that has taken place on board Air Greenland's aircraft or during the time in which the Checked Baggage is in Air Greenland's custody.
- 17.3.2 Air Greenland is not liable for damage to Checked Baggage to the extent that damage is due to faults or flaws in the Checked Baggage or its quality.
- 17.3.3 Air Greenland is only liable for the passenger's Hand Baggage and personal belongings that are lost or damaged as a result of an event that has occurred on board an aircraft, provided that the damage is due to an error on the part of Air Greenland, Air Greenland's employees or Air Greenland's agents.
- 17.3.4 Air Greenland's liability for damage to Checked Baggage or the passenger's Hand Baggage pursuant to sections 17.3.1 to 17.3.3 is limited to 1,131 SDR for each passenger.
- 17.3.4.1 For Checked Baggage, the limitation of liability in section 17.3.4 does not apply if when checking-in the Baggage the passenger has submitted a special declaration to Air Greenland with indication of the interest that is associated with delivery of the Checked Baggage at the destination, and has paid Air Greenland the supplement that Air Greenland has determined in connection with the declaration. Air Greenland reserves the right to refuse to allow a special declaration to be submitted for certain items that are carried in Checked Baggage.
- 17.3.4.2 If a special declaration as described in section 17.3.4.1 is submitted by the passenger, Air Greenland's liability for damage to the Checked Baggage in question will instead be limited to the amount at which the value of the Checked Baggage is stated in the declaration. This does not apply, however, if Air Greenland can prove that this amount exceeds the passenger's special interest as mentioned in section 17.3.4.1.
- 17.3.4.3 The limitation of liability in section 17.3.4 does not apply in the event that the passenger can prove that Air Greenland, Air Greenland's employees or Air Greenland's agents during performance of their duty or job have wilfully caused damage to the Baggage or through reckless action knowing full-well that damage to the Baggage could occur.



- 17.3.5 As an exception to sections 17.3.1 to 17.3.3, Air Greenland will not be liable for damage to items that appear in section 10.5.2 that are found in the passenger's Checked Baggage either with or without Air Greenland's knowledge.
- 17.3.6 Air Greenland is not liable for cosmetic and superficial damage to the passenger's Baggage that is alone due to normal wear and tear and impact during carriage.
- 17.4 Delay
- 17.4.1 Air Greenland is liable for damages as a result of delays when carrying passengers and passengers' Baggage if Air Greenland cannot prove that Air Greenland, Air Greenland's employees or anyone else who has acted on Air Greenland's behalf has taken all reasonable measures to prevent the damages or that it has been impossible to take such measures.
- 17.4.2 In the case of carriage of passengers, Air Greenland's liability pursuant to section 17.4.1 for damages as a result of a delay is limited to 4,694 SDR for each passenger.
- 17.4.3 In the case of carriage of Baggage, Air Greenland's liability pursuant to section 17.4.1 for damages as a result of a delay is limited to 1,131 SDR for each passenger.
- 17.4.3.1 For Checked Baggage, the limitation of liability in section 17.4.3 does not apply if when checking-in the Baggage the passenger has submitted a special declaration to Air Greenland with indication of the interest that is associated with delivery of the Checked Baggage at the destination, and has paid Air Greenland the supplement that Air Greenland has determined in connection with the declaration. Air Greenland reserves the right to refuse to allow a special declaration to be submitted for certain items that are carried in Checked Baggage.
- 17.4.3.2 If a special declaration as described in section 17.4.3.1 is submitted by the passenger, Air Greenland's liability for damages to the Checked Baggage in question will instead be limited to the amount at which the value of the Checked Baggage is stated in the declaration. This does not apply, however, if Air Greenland can prove that this amount exceeds the passenger's special interest as mentioned in section 17.3.4.1.
- 17.4.4 The limitation of liability in sections 17.4.2 and 17.4.3 does not apply in the event that the passenger can prove that Air Greenland, Air Greenland's employees or Air Greenland's agents during performance of their duty or job have wilfully caused damage to the Baggage or through reckless action knowing full-well that damage to the Baggage could occur.
- 17.4.5 If the Checked Baggage has not arrived within a maximum of 21 days after it was due to arrive, the passenger can exercise their rights with regard to Air Greenland as if the Baggage was lost. The same applies if Air Greenland notifies the passenger that the Checked Baggage has been lost.
- 17.4.6 In the event of a delay, the passenger may have certain rights pursuant to EU Regulation 261/04 to the extent that EU Regulation 261/04 is applicable. Information on the passenger's rights in this case can be found on Air Greenland's website in the document "Your Rights", which can also be obtained by making an enquiry to Air Greenland or Air Greenland's Authorised Agent.



- 17.4.7 In the event of a delay on a flight with departure from an airport in Greenland, the following also applies, although not in the case of charter operations:
- 17.4.7.1 Air Greenland will not cover accommodation costs for the passenger if the delay is due to Force Majeure.
- 17.4.7.2 Air Greenland can choose to offer accommodation options for passengers with a Ticket, provided that the delay is due to weather conditions and technical problems. The services in question must be assigned by Air Greenland.
- 17.4.7.3 Notwithstanding section 17.4.7.2, Air Greenland does not have a duty to offer accommodation options for passengers in connection with flights to settlements in Greenland and the town of Ittoqqortoormiit.
- 17.4.7.4 Air Greenland will not cover the passenger's costs of overnight accommodation which the passenger has previously planned in connection with an interconnected journey consisting of several successive flights. The passenger is responsible for ensuring that such overnight accommodation or stays are rebooked if this is relevant as a result of a delay.
- 17.4.7.5 Air Greenland does not have a duty to cover accommodation costs or offer accommodation options for passengers that can stay overnight in their own home.

## **18 Time limitation on claims and actions**

### **18.1 Time limitations for Baggage claims**

- 18.1.1 If Checked Baggage is accepted by the passenger without reservation, the Checked Baggage is considered to be delivered in good condition and in accordance with the contract of carriage that has been entered into with regard to the Baggage.
- 18.1.2 In the event of delayed, damaged or lost Baggage, the passenger must file a claim in writing to Air Greenland without undue delay.
- 18.1.2.1 In the event of damaged or partly lost Checked Baggage, the passenger must file a claim in writing to Air Greenland immediately after the damage has been discovered and no later than 7 days after the Checked Baggage has been placed at the disposal of the passenger.
- 18.1.2.2 In the event of delayed Checked Baggage, the passenger must file a claim in writing to Air Greenland no later than 21 days after the Checked Baggage has been placed at the disposal of the passenger.
- 18.1.3 If the time limits on claims in sections 18.1.2.1 and 18.1.2.2 are not observed, any claim against Air Greenland relating to delayed, damaged or lost Baggage will lapse, unless Air Greenland has acted fraudulently.
- 18.1.4 If the passenger's Baggage is delayed or visibly damaged when the passenger receives it, the passenger must contact Air Greenland before leaving the airport in order to complete a Property Irregularity Report (PIR). In the event that the passenger later files a claim against Air Greenland,



it is a condition that the PIR accompanies the claim. The PIR does not constitute a claim pursuant to sections 18.1.2.1 and 18.1.2.2, and the PIR does not exempt the passenger from filing a written claim to Air Greenland within the time limitations stipulated in sections 18.1.2.1 and 18.1.2.2.

**18.2** Time limitation of actions on claims for damages

18.2.1 Any right to damages from Air Greenland will lapse if an action is not brought within a maximum of 2 years from the date of arrival at the destination or the date on which the aircraft was scheduled to arrive or the date on which carriage stopped.

**19** **Modifications and waiver**

19.1 Changes to these Conditions of Carriage can only be made following explicit written agreement.

19.2 None of Air Greenland's Authorised Agents, employees or representatives has the authority to alter or waive any provision of these Conditions of Carriage.

**20** **Termination**

20.1 If the passenger fails to comply with these Conditions of Carriage and Air Greenland's other rules and conditions for carriage, Air Greenland can terminate the passenger's contract with Air Greenland with immediate effect.