

## **Cancellation Charge<sup>1</sup> - Terms and Conditions**

### **1. General**

At the time when a travel fare or confirmation fee is paid, a customer is invited to pay a special cancellation charge which is valid for tickets for travel and accommodation cost paid to Icelandair on the relevant bill. **If the passenger does not manage to make the journey, or needs to change his travel plan after commencement of the journey, Icelandair repays the relevant travel tickets and change fees in accordance with the following terms and conditions.** The cancellation charge does not provide compensation for various other service charges or booking fees.

### **2. Repayment**

- 2.1 Payment of a cancellation charge ensures the repayment of that part of a travel fare and change fee which has been paid and cannot be repaid in any other way if a customer cannot make the intended journey on account of:
  - a) death, sudden serious illness or accident which requires the hospitalisation of himself, his partner, whether in the case of a partner in marriage or by established cohabitation, children or grandchildren of a customer, his parents or parents-in-law, his grandfather, or siblings.
  - b) significant material damage to his home or at a private company which renders his presence necessary (a police report should be available).
- 2.2 The nature of the circumstances listed above should be such that it is unavoidable to cancel or change a previously made order.
- 2.3 A cancellation fee is in no circumstances repayable.

### **3. Validity conditions**

- 3.1 It is a condition for the right to repay to be established that:
  - a) A cancellation charge is paid;
  - b) A customer is not aware of the damage, loss of capacity<sup>3</sup> nor has suspicion of impending damage, loss or incapacity, which establishes a right to repayment at the time, when the cancellation is paid.
- 3.2 The right to repayment is valid from the time specified on the receipt for its payment and up to the time of departure.

<sup>1</sup> *Icel.forfallagjald*, cancellation charge; also known as 'no-show insurance'

<sup>2</sup> *Flugleiðir hf.* is the Icelandic name for 'Icelandair'; *hf.* is (approximately)'ltd'

<sup>3</sup> *Icel. tjón* covers variously 'damage', 'loss', 'incapacity', and even '(insurance) claim'. Translated as seems appropriate in individual instances.

#### **4. Excluded risks**

- 4.1 A right to repayment is not established in the following instances of damage, loss or incapacity
- a) incapacity which comes about as a result of deliberate self-inflicted injuries;
  - b) incapacity which comes about as a result of sickness which may be related with the use of alcoholic drinks or drugs, other than drugs which are under medical advice, expecting drugs used in medical treatment arising from the use of addictive and illegal drugs;
  - c) incapacity loss or damage as a direct or indirect result of nuclear reactions, ionising radiations, contamination by radioactive substances, nuclear fuel and nuclear waste materials, or as a result of war, military invasion operations, civil unrest, uprising, riot, or similar actions. The same applies to incapacity, loss or damage arising directly or indirectly as a result of earthquakes, volcanic eruptions, floods, avalanches, or other natural disasters;
  - d) damage or loss arising from the cancellation or delay of scheduled means of transport;
  - e) incapacity, loss or damage which comes about as a result of sickness which the customer was suffering at the time when the cancellation charge was paid, or of his treatment for them: see 3.1.b above;
  - f) Service charges, namely booking charges, loan arrangement costs and repayment charges.

#### **5. Procedures in the case of claims - repayment**

- 5.1 A claim in case of loss shall be notified immediately and a doctor's certificate on a special form from Icelandair. or a police report supplied together with the receipt for travel costs
- 5.2 Repayment shall be made within 21 days of receipt of full and satisfactory proofs of Icelandair's obligation for repayment in accordance with these terms and conditions and from time to time when it is possible to determine the amount of repayment. Certificates and other documentation which Icelandair. May require in order being able to assess its own obligation for repayment must be presented by the person in question at his own expense.
- 5.3 If a customer also has a current right to compensation from insurance for the same case of loss, Icelandair will only pay proportional compensation.

#### **6. Fraud – erroneous information**

If a customer provides fraudulent descriptions or information or conceals events or circumstances, which are pertinent to Icelandair's obligation for repayment, he foregoes his right with respect to the company.

#### **7. Address and registered office**

The address and registered office of Icelandair's are in Reykjavík. Any case, which may arise regarding repayment in accordance with these terms and conditions, shall be taken to the Local Court of Reykjavik.