

Passenger and Baggage Carriage Rules

1. General provisions

- 1.1. Provisions of these Rules correspond with the Passengers and Baggage Air Carriage Rules, approved by the order of the Civil Aviation Authority as of March 14, 2006, No. 187 (hereinafter referred to as the CAA Rules). In the aspects of air carriage of passengers and baggage, which are not covered by these Rules, the Airline shall be subject to the Rules of the Ministry of Transport.
- 1.2. Goal of these Rules is to establish the conditions of carriage of Passengers and baggage on aircraft of "AEROSVIT" Airlines, basing on which the proper level of flights safety and quality of services shall be provided, as well as principles and norms of responsibility of subjects during air carriage of Passengers and baggage, including services that are appropriate for such carriage.
- 1.3. These Rules cover the personnel of "AEROSVIT" Airlines, Handling Agents, of Carriage sales agents and of the Airline's Passengers.
- 1.4. These Rules are applicable to any carriage of Passengers and baggage, including services that are appropriate for such carriage and are carried out by "AEROSVIT" Airlines.
- 1.5. Handling Agent, Carriage sales agent, officer or Airline's Representative are obliged to observe these Rules strictly and are not entitled to distort or modify their provisions.
- 1.6. The Rules are composed in Ukrainian with translation into Russian and English. In case of discrepancies concerning interpretation and application of provisions of the Rules the text in Ukrainian shall prevail.

2. Terms, definitions and abbreviations

2.1. Definition of expressions:

ADDITIONAL CARRIAGE (ADDITIONAL FLIGHT)

– a flight of an aircraft that is performed additionally to the schedule on the same route, on which regular flights are carried out;

AIRLINE

– CJSC "AEROSVIT" Airlines;

AIR TRANSPORTATION AGREEMENT

– an agreement in compliance with which the Airline undertakes to transport the Passenger and his / her baggage to the point of destination, providing to the Passenger a seat in correspondence to the class of service on the aircraft that performs the flight indicated in the ticket, and the Passenger pays for transportation according to the established fare;

APPLICABLE LAWS

– the laws, regulations and orders, as well as other regulatory legal acts of any state that regulate performance of air carriage of Passengers and baggage from the territory, to the territory and through the territory of which carriage of Passengers and baggage is carried out;

APPLICATIONS

– individual or group feedbacks, proposals (criticism) and complaints of natural or legal persons presented in oral or written form;

BAGGAGE

– items, property and other personal property of the Passenger that are necessary for personal use, comfort or for securing conveniences of his/her trip. Unless otherwise explicitly determined, baggage includes checked baggage and cabin baggage (unchecked baggage);

BAGGAGE DELAY

– late arrival of baggage to the passenger's point of destination, that exceeds any reasonable period;

BAGGAGE IDENTIFICATION TAG (BAGGAGE TAG)

– a document issued by the Airline to identify checked baggage;

BAGGAGE RECEIPT

– a part of the ticket certifying the fact of receipt of baggage for carriage (including the receipt for receiving the baggage issued by the Airline) and is attached to the ticket;

CABIN LUGGAGE

- Passenger's baggage labelled with a tag "CABIN LUGGAGE" that with the consent of the Airline during transportation stays in the cabin of an aircraft under Passenger's control;

CARRIER

– an aeronautic enterprise (including the "AEROSVIT" Airlines"), that transports or undertakes obligations to transport the Passenger and his / her baggage pursuant to the ticket, as well as undertakes obligations to render all other services connected with such transportation. For the purposes of exemption or limitation of responsibility stipulated or determined in these Rules, the

term "Carrier" includes Agents, officers, representatives and contractors of the Carrier, unless otherwise stipulated by these Rules;

CHARGE

- the sum approved according to the established procedure that is charged in excess of the fare by the Airline, by the Agent or other authorized authorities at transportation of the Passenger or his/her baggage;

CHARTER CARRIAGE (CHARTER FLIGHT)

– air transportation of Passengers and of their baggage that is fully or partially performed by the Airline pursuant to authority provided by the charterer or flight operator (by the Contracting Carrier);

CHECKED BAGGAGE

– baggage of the Passenger accepted by the Airline for carriage under responsibility for its safety and timely delivery, and for which the Airline issued a baggage receipt and a baggage tag;

CIVIL DEPORTEES

- persons deported from the country by the governmental authorities due to expiry of a registration period or of a visa, due to political reasons or after serving a term of imprisonment;

CLAIM

– a written request of the interested person for indemnification of harm (damage), that emerged due to non-observance of conditions of the air transportation agreement made within the term provided by these Rules;

COMPLAINT

– an application with demand of restoration of legitimate interests of natural or legal persons that were violated by actions /inactivity of the Airline officials;

CONFIDENTIAL FARE

- a special fare of the Airline that is not published in global reservation systems;

CONFIRMED RESERVATION

– a reservation that was registered in the automated reservation system and confirmed by the Airline. Is indicated in the ticket with an OK mark;

CRIMINAL DEPORTEES

– persons deported from the country by the governmental authorities according to the decision of extradition because of the criminal event, where the sitting of the court has not yet taken place;

DAMAGE

– damage caused during air transportation that can emerge as a result of:

- death or injury of the Passenger;
- loss, lack, damage of baggage or of a part thereof;
- delay in delivery of the Passenger or his / her baggage to the point of destination;

DAMAGE TO BAGGAGE

– damage when due to physical or chemical changes baggage is partially or fully decreases in value and becomes worthless;

DAYS

– calendar days, including all seven days of the week, holidays, days-off and inactive days, provided that, for the purpose of notification, the day upon which notice is dispatched, shall not be counted and provided further, that for purposes of determining duration of validity of a ticket, the day upon which the ticket is issued or the flight is commenced shall not be counted;

DENIAL OF CARRIAGE

– the Airline's denial to admit a Passenger for a certain flight;

DEPARTURE POINT

– a point indicated in the ticket from which transportation of the Passenger starts;

DESTINATION POINT

– a point indicated in the ticket in which transportation of the Passenger finishes;

DIPLOMATIC BAGGAGE

- diplomatic mail carried by a diplomatic courier;

DISCOUNT

- established by the Airline rules of reduction of the applicable fare;

DOMESTIC CARRIAGE

– carriage of Passengers and of their baggage, at which both the departure point and the point of destination, as well as all planned stops, are located in the territory of Ukraine;

EXCEPTIONAL CONDITIONS

– conditions under which carriage of Passengers and baggage is not subject to regular operations and procedures of operation of civil aircraft, including conditions under which carriage of peacekeeping contingent, carriage for liquidation of natural disaster or accident etc. is carried out;

EXCESS BAGGAGE

- a part of the mass (weight) of baggage that exceeds the norm of free baggage allowance established by the Airline and is paid for by the Passenger pursuant to the established fares, as well as items not covered by the norm of free baggage allowance (bulky baggage; sports equipment; pets and domestic (domesticated) animals, except for seeing-eyed dogs that accompany blind/deaf Passengers; baggage which claimed value exceeds the limit of responsibility of the Carrier established by the Warsaw Convention and the Hague protocol);

EXCESS BAGGAGE TICKET

– a document that certifies payment of excess baggage transportation or items whose transportation is subject to obligatory payment;

FARE

– an established sum that is charged by the Airline for transportation of one Passenger or for transportation of one unit of mass, or of volume of baggage, cargo, mail along the corresponding route and with corresponding class of service;

FEEDBACK

– an individual or group thought of natural / legal persons concerning rendered services, operation of certain departments or of the Airline in general, presented in oral or written form;

FLIGHT COUPON

– a part of the passenger ticket that gives the Passenger right for transportation between the points indicated in it;

FORCE MAJEURE CIRCUMSTANCES

– are unusual and unforeseeable circumstances beyond control of the Airline and of the Passenger, the consequences of which could not have been avoided even if all due care had been exercised;

GOVERNMENTAL AUTHORITIES

– agencies, institutions and their departments that control fulfilment by Passengers of customs, currency, border, sanitary, veterinary and quarantine rules;

GROUP TRANSPORTATION

– carriage of a group of persons that have a common goal of the trip and the same dates of arrival and departure;

HAGUE PROTOCOL

– Protocol to amend the Convention of the unification of certain rules concerning international air carriage (1955);

HANDLING AGENT

– a person authorized by the Airline to carry out operations on ground handling of Passengers and baggage;

INSPECTION

– a procedure that is carried out by the corresponding officials, with the aim of securing safety of flights, prevention of carriage of explosives and of other dangerous items;

INTERESTED PERSON

– a Passenger, his/her legal representatives and other persons authorized, according to the procedure authorized by the law, to represent the Passenger;

INTERNATIONAL TRANSPORTATION

– transportation of Passengers and baggage at which the departure point and destination point no matter whether an interruption in transportation took place or not, are located in the territory of different countries, or in the territory of one country if a stop is planned in the territory of another country;

LACK OF BAGGAGE

– arrival of the Passenger's baggage to the point of destination in less amount as to its weight compared to the data indicated in the Passenger's transportation documents;

LOSS OF BAGGAGE

– non-delivery of baggage to the point of destination within the fixed period of search, and the Carrier's acknowledgement of this fact;

MUTILATED TICKET

– a ticket which condition because of the Passenger's fault makes it impossible to identify or read information indicated in the ticket;

OVERBOOKED FLIGHT

– a flight for which number of Passengers that have confirmed reservation and arrived for registration before the Passengers check-in deadline, exceeds the number of seats available on the flight;

PASSENGER

– means any person (except members of the crew) carried in an aircraft with the consent of the Airline pursuant to air transportation agreement;

PASSENGER COUPON

– a part of the passenger's ticket that constitutes a written notice concerning the conditions of the Passenger transportation;

PASSENGERS CHECK-IN DEADLINE

– the time of check - in termination, after which Passengers that failed to check - in timely, are not accepted to transportation to the corresponding flight;

PASSENGER WITH REDUCED MOBILITY– a Passenger, whose physical, medical or mental condition requires personal attendance (at disembarkation and boarding; during the flight; at emergency evacuation; at ground handling), but who does not cause inconveniences for other Passengers (under regular conditions);

PROPERTY IRREGULARITY REPORT (PIR)

– a document issued by the Airline in the presence of the Passenger before he/she leaves the restricted area of the airport terminal immediately after detecting of damage caused to the baggage (loss, lack, damage), transportation of which was carried out by aircraft of one or several Carriers. The Report is signed by the Airline and by the Passenger;

PROPOSAL

– an individual or group application of individuals or legal entities that contains recommendations, advice concerning activities of separate departments or of the entire Airlines in general;

PUBLISHED FARE

– a fare presented in the published structure of the Airline' fares;

REASONABLE TIME

– a period of time, the reasonable limit of duration of which at air transportation of the Passenger (baggage) constitutes up to three hours exceeding the terms of start and finish of the flight specified in the schedule of the Airline;

REGULAR FARE

– a fare with minimum limitations concerning its applicability established for transportation in business /premium or economy class and published as the regular fare in the automated reservation systems;

REGULAR TRANSPORTATION (REGULAR FLIGHT)

– a flight of an aircraft that is performed along the route pursuant to the established schedule;

REIMBURSEMENT

- payment to the Passenger or to a person (organization) that paid the fare of a part or of entire cost of transportation that was previously paid for by him/her/it but was not used or was used partially;

RESERVATION (or booking)

– advance booking of the seat in the aircraft for a specific flight and date for carriage of the Passenger or advance booking of the volume and tonnage in the aircraft for a specific flight and date for carriage of the baggage (cargo);

RULES OF THE AIRLINE

– rules established by the Airline that are applicable to transportation of Passengers and /or baggage;

SPECIAL CATEGORIES OF PASSENGERS

– Passengers that during transportation require special care or existence of special conditions;

SPECIAL CONDITIONS

– conditions of transportation of Passengers and baggage that emerge due to discrepancies between regulations of these Rules and of the rules of another country or if the rules of another country establish a lower level of the conditions of transportation than the one established by these Rules, or if another country requires observance of its rules and at that implement of the air transportation agreement is endangered;

SPECIAL FARE

– a fare that has certain limitations in a part of its application, set for transportation in the economy class (in most cases) and published as a special fare in the automated reservation systems;

STOPOVER

– previously agreed between the Airline and the Passenger temporary interruption of transportation at any point, except for departure and destination points;

TICKET

– a transportation document that is called "Passenger ticket and baggage receipt", including an electronic ticket issued by the Airline (by its Agent), that includes information concerning the conditions of air transportation agreement of the Passenger and his /her baggage, together with flight and passenger coupons;

TRANSATLANTIC CARRIAGE (FLIGHT)

- air transportation to /from USA and Canada, as well as flights in the transatlantic region with a stopover in countries of Western Europe;

TRANSFER PASSENGER - a Passenger who pursuant to the air transportation agreement arrives to the transfer point with one flight, and then is transported by another flight of the same or of a different Carrier;

TRANSFER POINT - an intermediate airport (point) indicated in the ticket in which, pursuant to the air transportation agreement, the Passenger within 24 hours performs transfer from one flight to another for further trip along the route;

TRANSIT PASSENGER - a Passenger who pursuant to the air transportation agreement is transported by the same flight on which he/she arrived to an intermediate airport;

TRANSPORTATION – carriage of Passengers and baggage in aircraft on the basis and pursuant to the conditions of the agreement;

TRANSPORTATION SALES AGENT – a person appointed by the Airline according to the agency contract to represent the Airline's interests at tickets sale for flights of the Airline and, if this person has relevant authority, - for flights of other Carriers (hereinafter referred to as the Agent);

UNACCOMPANIED BAGGAGE

- baggage that is transported in the aircraft without an accompanying person (the Passenger) and is checked with an airway bill as cargo;

UNCHECKED BAGGAGE – means any Passenger's baggage other than checked baggage, that is carried in the aircraft (including cabin baggage);

UNCLAIMED BAGGAGE – a checked baggage that arrived to the point of destination indicated in the baggage tag, but not claimed by the Passenger;

WARSAW CONVENTION

– depending on which of the documents listed below is applicable concerning the Contract of air carriage, shall mean:

Convention of the unification of certain rules concerning international air carriage signed at Warsaw on October 29, 1929 with amendments made by Hague Protocol, signed at the Hague on September 28, 1955;

Convention supplementary to the Warsaw Convention of the unification of certain rules concerning international air carriage performed by the contracted Carrier, signed in Guadalajara on September 18, 1961.

2.2 In these Rules the following abbreviations are used:

AC - aircraft

ASD – Aviation Safety Department of the airport

DPSOC - Department of passenger service organization and control

BSR – Bank Selling Rate

IATA - International Air Transport Association

3. Observance of laws and requirements of state authorities

3.1. The rights and obligations of the Airline and of Passengers are regulated:

- by Ukraine's multilateral and bilateral international agreements and treaties;
- by the Passengers and Baggage Air Carriage Rules, approved by the order of the Civil Aviation Authority as of March 14, 2006, No. 187;
- by other legislative acts of Ukraine;
- by these Rules;
- by agreements, where one of the parties is the Airline and that refer to carriage of the Passenger under the concluded contract.

3.2. Carriage of Passengers and baggage is subject to the relevant laws, decrees, rules and instructions of governmental agencies of any country, to the territory, from the territory or through the territory of which such carriage is carried out.

3.3. At unconformity of any regulations of these Rules to provisions of Conventions, laws, decrees, rules and instructions that may not be violated by agreements of the parties such regulations stay valid only in the case if they do not overtly contradict to the mentioned Conventions, laws, decrees, rules and instructions.

3.4. Carriage to the points and from the points in USA and Canada are subject to the rules of carriage of these states, even in the case they differ from these Rules.

3.5. These Rules also cover charter carriage in the case they do not contradict the conditions of the charter agreement.

3.6. When transporting from the stations located in the territory of European Union in case of flight cancellation, delay, denied boarding, downgrade it is necessary to obey the requirements of EC Regulation №261/2004.

4. Securing quality of transportation of Passengers and baggage

4.1. These Rules and the Rules of air transportation of passengers and baggage approved by the Order of the Ministry of transport as of July 25, 2003, No. 568, the manuals of the Airline compose the program of securing quality at air transportation of Passengers and baggage.

4.2. Modifications of the Rules are carried out only by "AEROSVIT" Airlines by means of examining of proposals suggested by its employees, Agents and Handling Agents, Passengers, other Carriers and state authorities.

5. Ticket

5.1. General provisions

5.1.1. A Passenger may be accepted to transportation only after showing his/her valid ticket, that is, the one that is drawn up properly and contains a passenger coupon and relevant flight coupons.

5.1.2. The ticket is given to the Passenger personally only after payment of the corresponding fare and airport charges. Issuing of the ticket purchased by cashless settlement, with discount or free of charge is carried out only after performance of all necessary procedures.

5.1.3. The Passenger must keep the passenger and unused flight coupons during the entire trip and present them to the Airline representatives on their demand.

5.1.4. Absence of the ticket, loss of the ticket, errors in its draw up influence neither existence, nor the effect of the air transportation agreement.

5.2. Prohibition of transfer of the ticket

5.2.1. A ticket may be used for transportation only of the person that is indicated in it.

5.2.2. With the aim of fulfilment of point 5.2.1, the Airline has a right to demand from the Passenger to prove his/her identity.

5.3. Lost, damaged or incorrectly issued ticket

5.3.1. A person that does not have or does not present a valid, properly issued ticket that contains a passenger and relevant flight coupons, shall not be accepted to transportation.

5.3.2. In case of loss, damage of the ticket or of any of its parts, or in case of presenting of the ticket in which a passenger or flight coupons are absent, the Airline may on the Passenger's request issue a duplicate instead of such a ticket.

5.3.3. A duplicate of a lost or damaged ticket is issued on the Passenger's request, if he/she:

- has provided satisfactory information concerning the lost or mutilated ticket (surname, route of transportation, date of the flight, flight number, form of payment for the ticket, location of the ticket purchase);

- has given in writing according to the established form the guarantee obligation to cover all losses of the Airline in case of use of the lost / damaged ticket or coupons by another person or reimbursement for the lost / damaged ticket on behalf of another person.

5.3.4. A duplicate of the air ticket is issued only for the unused part of transportation. In the duplicate all data of the initially issued ticket are indicated.

5.3.5. For issuance of a duplicate of a ticket for international flights, the Passenger is charged with the amount of 50 US dollars or its equivalent in

local currency, if the loss happened not through the Airline's fault.

For issuance of a duplicate of a ticket for transportation only within territory of Ukraine and sold in the territory of Ukraine the Passenger is charged with the amount of 100 UAH.

5.3.6. A duplicate of a ticket is not subject to return and re-issuance. Charge for issuance of the duplicate is not reimbursed to the Passenger.

5.3.7. The Airline has a right to deny the Passenger in providing a duplicate of the ticket if:

- data provided by the Passenger does not coincide with the data indicated in a confirmation telegram from the office that first issued the transportation document;
- the Passenger requested a duplicate after commencement of check-in or in time that is insufficient to request confirmation of issue of the original copy of the air ticket;
- the Passenger did not sign the guarantee obligation (agreement), stipulated in point 5.3.3, and refused to pay for services of issuance of a duplicate of the ticket.

5.3.8. In case of loss, damage of the ticket, issued by another Carrier, or of any of its parts, a duplicate is issued only at receipt of a written permit of this Carrier.

5.3.9. A Passenger that presented at check-in a ticket incorrectly issued through the Airline's fault, after inspection of circumstances and receiving a satisfactory result, shall be accepted to transportation.

5.3.9.1. If an error in the ticket of the Passenger is found in time that is insufficient for inspection of circumstances of the case, the Passenger may be not accepted to transportation with the flight indicated in the ticket.

5.3.9.2. In case if errors may not be ignored, the Airline shall at its own expense issue a new ticket for the Passenger.

5.4. Validity of the ticket

5.4.1. A ticket is valid for transportation of the Passenger and baggage from the point of departure to the point of destination along the route, in the class of service and within the terms indicated in the ticket.

5.4.2. A ticket must contain as many separate flight coupons, as many times during transportation a Carrier and / or flight number and / or class of service is changed.

5.4.3. Each flight coupon is valid for transportation of the Passenger and his / her baggage only pursuant to the route leg, class of service, date indicated in it and flight number, for which a seat is reserved.

Flight coupons are valid in the order in which they are listed in the ticket.

Place and date of issue of the ticket have to be indicated in all flight coupons of the ticket.

5.4.4. A ticket issued under a regular fare is valid for transportation of the Passenger and his / her baggage within one year from the date of departure under the first flight coupon, or from the date of issue of the ticket, if none of the flight coupons was used.

5.4.5. A ticket issued under a special fare is valid for transportation of the Passenger and his / her baggage within the validity period of the fare since the date of departure indicated in the first flight coupon.

5.4.6. A ticket issued under a regular or special fare is valid for return within one year since the date of departure under the first flight coupon.

In case none of the flight coupons was used, the validity term of the ticket for return is counted from the date of issue of the ticket and constitutes one year and 30 days.

5.4.7. A ticket is considered invalid in the following cases:

- a ticket is issued not for the name of the Passenger that presented it;
- a ticket is claimed to be lost;
- a forged or counterfeit ticket;
- in the ticket there are erasures, corrections of a surname of the Passenger, of a date, of a flight number, class, reservation status;
- in the ticket a validator's mark and sale date are absent;
- a ticket was modified not by the Airline or by its authorized Agent;
- a ticket is damaged or a passenger coupon is absent;
- a ticket was purchased from a natural or legal person who is not a Representative or an Agent of the Airline.

5.5. Prolongation of validity term of the ticket

5.5.1. The validity term of the ticket depends on the applicable fare.

Opportunity of prolongation of the ticket's validity term also depends on the applicable fare.

The validity term of the ticket is prolonged from the initial date of departure, if transportation has started, and from the date of sale, if the transportation has not started.

5.5.2. The validity term of the ticket is prolonged without additional payment if:

- a flight for which the Passenger reserved a seat was not carried out;
- the Airline cannot provide a seat in the flight, for which the Passenger has a confirmed reservation;
- a landing of AC pursuant to the schedule at the point which is for the Passenger a point of departure or, a point of destination or a stopover was not carried out;
- the Airline with its actions caused the situation when the Passenger fails to transfer to another connecting flight, for which the Passenger had a confirmed reservation and which is indicated in the same ticket as well as the previous flight;

- the Passenger refused from transportation due to impossibility of providing him/her with the class of service indicated in the ticket;

5.6. Sequence of validity of coupons and order of their presentation

5.6.1. To be accepted to transportation, the Passenger is obliged to present a valid ticket with the flight and passenger coupons.

5.6.2. The Airline accepts the flight coupons for transportation of the Passenger and his / her baggage only consecutively, starting from the point of departure indicated in the passenger coupon.

5.6.3. If the consecutive flight coupons are already used, the ticket is declared invalid for transportation of the Passenger and paying back of money under it for the unused flight coupons is not made.

5.7. Class of service

5.7.1. Pursuant to the paid fare services of business /premium or economy class are rendered to Passengers. The list and norms of rendering of services according to classes of service are established by the Airline. On the Passenger's demand the Airline (its Agent) must inform the passenger about the services in the corresponding class.

5.7.2. The Passenger is accepted to transportation in class of service indicated in the flight coupon, on the date of the flight and respective flight, on which the Passenger has a confirmed reservation.

6. Stopovers

6.1. A stopover is allowed only under condition that it is previously agreed with the Airline or with its Agent and is indicated in the ticket.

6.2. If the ticket is paid under a regular fare, the Passenger is allowed to make stopover at any point along the transportation route.

6.3. If the ticket is paid under a special fare, the Passenger's stopovers are regulated by the rules of application of this special fare.

6.4. In any of the indicated cases of payment for the ticket, for a stopover it is necessary to observe the following conditions:

- a stopover is made within the validity period of the Passenger's ticket;
- a stopover is allowed by the state authorities of the country where it is stipulated.

7. Fares and charges

7.1. General provisions of application of fares and charges

7.1.1. Applicable fares are the fares for a flight or flights, from the point of departure to the point of destination that are indicated in the ticket, valid for the respective class of service as of the day of payment for the ticket, that are established and published by the Airline or on behalf of the Airline (or if they are not published, then they are calculated pursuant to the Airline fare regulations). Each fare provides the rules of its application which establish the validity term of the ticket and conditions of application of the fare. The fares do not include the transport services between the airport terminals and between the airports and city terminals.

7.1.2. Modification of fares or of the Airline rules do not influence the conditions of the of air carriage agreement, if Passenger has already paid for the ticket (except for the cases of modification by the Passenger of the conditions of the air carriage agreement concerning the changes in the route and fixed dates of the trip).

7.2. Discounts

7.2.1. Discounts to the applicable fares are regulated by special instructions of the Airline, developed on the basis of the effective legislation of Ukraine and of IATA regulatory documents.

7.3. Payment of fares and charges

7.3.1. Cost of carriage and charges are paid in correspondence to the rules of currency regulation of the country of sale.

7.3.2. Charges that the Passenger pays on behalf of the corresponding state authorities, of the institutions of local governing for use of any services or equipment, are included into the applicable fares and shall be paid by the Passenger.

7.3.3. Payment for carriage may be performed in cash or in cashless settlement.

7.3.4. If payment of fares and charges is performed in the country of payment for carriage in the currency that does not comply with the one established and published by the Airline in the automated reservation system, then the exchange rate for such currency shall correspond to the Bankers' Selling Rate (BSR), that is used by the Airline as of the day of sale of the ticket.

7.3.5. With a purpose to prevent unlawful use of bank cards and facts of electronic fraud, Airline has a right to request from the passenger a confirmation of his/her residence and/or a copy of bank card with which a payment of transportation is made. In case the transportation is paid by the bank card of the third party, in addition to the above mentioned information, Airline has a right to request from the passenger a written confirmation of transaction (form No1) as a permit of the third party to use his/her bank card for transportation payment. Passenger is responsible for financial and other risks which may occur as a result of non provision of Airline and/or provision of incomplete and/or incorrect data.

7.3.6. In case passenger refuses to provide such an information, Airline has a right to refuse to give the passenger his/her ticket and to terminate Transportation agreement in one-sided manner with the retention of transportation cost in full volume as an exclusive forfeit under Transportation

agreement.

7.3.7. In case bank refuses to compensate to Airline transportation cost, Passenger is obliged at the first Airline's request to compensate to the Airline the sum of the uncompensated payment in terms and by means that are acceptable for the Airline.

8. Reservation

8.1. General provisions

8.1.1. Reservation of seats is made in the offices of the Airline, Agencies, that are representatives of the Airline, in offices of other Airlines.

8.1.2. Reservation of air transportation is valid only at entry to the automated reservation system of the Airline.

8.1.3. Before the time when a properly issued ticket is given to the Passenger, reservation is considered to be an advance one and may be cancelled, including on the consecutive route legs. The Airline has a right not to inform the Passenger thereof.

8.1.4. Reservation for the Passenger that has a fully or partially unused ticket and wants to transfer the date of departure for a different date is made on a common basis.

8.1.5. The Airline is not obliged to provide a Passenger with any specific seat on board of AC. The Passenger's purchase of the ticket means his / her consent to any seat that will be given to him / her on board of AC, pursuant to class of service indicated in the ticket.

8.1.6. If a ticket is issued with the open date of departure (no reservation mark), then the seat is reserved pursuant to the Passenger's request in case of availability of vacant seats in the indicated flight for which a request is made.

8.1.7. Special fares may include conditions that limit or do not stipulate the Passenger's right for re-booking.

8.2. Information about the passenger

8.2.1. Within the limits stipulated by the applicable laws, the Passenger authorizes the Airline to keep information about him/herself that was provided to the Airline (to its Agent) with the aim of reservation of transportation, receiving of additional services, operation in the baggage-tracing system and systems of prevention / detection of fraud with tickets / receipt of compensations, facilitation to immigration and securing requirements concerning entrance to the country.

8.2.2. The Airline has a right to transfer information about the Passenger with the above mentioned purpose to its officers, Handling Agents, Agents, other Carriers, providers of additional services or state authorities (on their request) of the country, to the territory, from the territory, or through the territory of which transportation is carried out.

8.3. Reconfirmation of reservation

8.3.1. In case of necessity of reconfirmation of reservation before return flight, the Airline is obliged to inform the Passenger when and how it can be done.

8.3.2. If the Airline demands from the Passenger to reconfirm reservation, then non-fulfilment of this demand by the Passenger gives the Airline a right to cancel reservation for return flight.

8.4. Passenger's no-show for check-in ("NO-SHOW")

8.4.1. If the Passenger has not arrived for check-in of the flight, for which he/she has a confirmed reservation, and has not informed the Airline beforehand about transportation in his / her trip, the Airline has a right to cancel the reservation for the next route leg or for the return flight that the Airline performed independently or on its request another Carrier performed it for this Passenger.

9. Administrative formalities

9.1. Administrative obligations of the Passenger

9.1.1. The Passenger bears responsibility for collection of all documents, visas, permits, etc. necessary for the trip, as well as for observance of all applicable laws concerning exit, entrance and transit of the country of departure, of arrival and of transit. The Airline does not bear responsibility to the Passenger due to the Passenger's failure to receive such documents or visas, or his/her non-observance of requirements of the applicable laws.

9.1.2. On demand of the Airline, the Passenger has to present to its authorized persons, representatives of respective state authorities all documents for exit, entrance, transit, concerning health condition and other documents, that are requested by the applicable laws, and to let the Airline to make and keep their copies or in any other way keep the information about the Passenger, that is contained in the corresponding documents.

9.1.3. The Airline has a right to deny transportation to the Passenger that did not observe the applicable laws, or whose documents are not drawn up properly (including absence of a visa, of money, of the return ticket and so on).

9.2. Denial of entrance to the country

9.2.1. The Airline does not bear responsibility for the state authorities' denial to the Passenger of entrance to the country.

9.2.2. The Passenger is obliged on demand of the Airline or of the state authorities to return to the point of departure or other place in connection with denial of the country of destination to admit such a Passenger no matter whether this country is a destination or transit one, as well as to pay the respective fare for his / her return transportation.

9.2.3. The Airline may use for payment of such transportation any funds from the sums earlier paid to it by the Passenger for the unperformed

transportation, that remained at its disposal, or from any of other Passenger's funds that remain at disposal of the Airline.

9.2.4. The sums paid by the Passenger for performed transportation to the point where entrance was denied to him / her, or to point of his / her deportation, are not subject to return.

9.3. Responsibility of the Passenger

9.3.1. If the Airline was forced to pay or deposit any sum or to give financial guarantee in connection with a non-observance by the Passenger of requirements of applicable laws or with his / her refusal to present documents necessary for the trip, or with presenting of forged documents or documents that contain invalid information, then the Passenger is obliged on demand of the Airline to reimburse to it the paid or deposited sum and other expenses suffered in connection with this.

9.3.2. The Airline has a right to use for coverage of expenses indicated in point 9.3.1., any sums earlier paid by the Passenger that stayed at its disposal for the unperformed transportation, or any other Passenger's funds that stay at disposal of the Airline, or may deny transportation, if the Passenger has not reimbursed to the Airline its loss.

9.4. Customs examination and aviation safety inspection

9.4.1. A Passenger is obliged to present all his / her baggage for the customs examination and inspection for aviation safety.

9.4.2. The Airline does not bear responsibility for any loss of baggage or harm caused to the Passenger's baggage at non-observance by him / her of requirements of the customs or of the Aviation Safety Department of the airport.

9.4.3. At the Passenger's refusal from inspection the Airline shall not admit such Passenger to transportation on AC. At that the Airline does not bear to the Passenger any responsibility connected with denial of transportation, except for obligations concerning return of cost of the ticket for unperformed transportation pursuant to the rules of application of fares.

9.4.4. Items withdrawn at inspection for aviation safety, that are forbidden to be transported as cabin luggage, but allowed to be transported in the checked baggage, shall be transported in the same flight the Passenger takes and in compliance with sections 15.14, 15.17.

9.5. Emergencies in the airport: illness, injury, death of the Passenger

9.5.1. In case of an emergency – illness, injury, death of the checked Passenger in the airport – the Airline takes all possible actions for organization of aiding. Medical assistance shall not be rendered to the Passenger against his/her will.

9.5.2. Losses connected with transportation to a medical institution and from there to the airport, medical assistance and so on shall be beared by the Passenger or his / her legal representatives.

10. Check-in

10.1. For observance of formalities connected with the procedure of departure, the Passenger has to arrive to check-in and to the checkpoint with the necessary documents for the trip not later than in time specified by the Airline (by its Agent). If the Passenger arrives to check-in and to the checkpoint after expiry of Passengers check-in deadline or comes without necessary documents for the trip, then the Airline has a right to cancel the reservation and is not obliged to delay the flight. The Airline is obliged to warn the Passenger about the check-in deadline.

10.2. The Airline does not bear responsibility to the Passenger for expenses and losses in connection with non-fulfilment by the Passenger of requirements of point 10.1.

10.3. The Airline has a right to check the Passenger's documents for transportation, that is, passport, visas, certificates of condition of health and vaccinations, permits for transfer for minors and so on to check compliance with requirements of authorities at points of departure, transfer and destination, even if delivery of the Passenger to the final point is carried out by another Carrier.

10.4. The Airline Representative is authorized to admit Passengers to transportation later than it is established in a concrete airport, under condition that departure of the flight is guaranteed strictly according to the schedule.

10.5. During check-in at the Passenger's will or on the Airline' demand, class of service of the Passenger may be changed.

10.6. A seat the Passenger wants to take in the AC cabin pursuant to the class of service may be provided only in case it is possible.

11. Denial of transportation of the Passenger

11.1. Right for denial of transportation

The Airline has a right to deny initial or further transportation to the Passenger / baggage or disembark him / her from board of AC with the aim of securing of safety of the flight and fulfilment of requirements of applicable laws, or, on the basis of their own grounded decisions, if it establishes that such an action is necessary:

1). For observance of applicable laws of the country of departure, arrival or transit;

2). Due to the Passenger's behaviour, age, psychical or physical condition, if there are reasons to presume that the Passenger:

- Requires special aid from the Airline, that the Airline due to certain circumstances cannot render to him / her;

- Will cause discomfort to other Passengers;

- Will cause emergence of any risk for him or herself or for other Passengers, or property of Passengers and of the Airline;

3). If Passenger did not follow the instructions of the Airline connected with securing of safety of the flight, comfort and quality of transportation of other Passengers, creates inconveniences for transportation of other Passengers, in connection with what the Airline may not perform its obligations to Passengers that are on board of AC;

- 4). If the Passenger behaves in such a way or demonstrates such a behaviour that causes concerns as to safety of the flight during transportation of such a person. Such a behaviour includes the passenger's aggressive behaviour with threats to other Passengers, employees of the Airline and the AC crew;
- 5). If the Passenger refused to undergo inspection for aviation safety;
- 6). If the Passenger may constitute or already constitutes a danger for other Passengers (baggage, cargo) or for AC;
- 7). If the corresponding fare or any charges that were to be paid by the Passenger, were not paid or a credit agreement between the Airline and the Passenger was not fulfilled;
- 8). If the Passenger did not present for inspection the documents necessary for the trip;
- 9). If the Passenger attempts to enter a country of transit, for which he / she does not have a valid entrance document;
- 10). If the Passenger during the flight damaged the ticket, other identification documents;
- 11). If the ticket presented by the Passenger:
 - Is not valid for transportation (in such a case the Airline has a right to withdraw this ticket, to declare it invalid and to deny return of the sums);
 - Is purchased from a person that is not an authorized representative of the Airline or is not its Agent (in such a case the Airline has a right to withdraw this ticket, to declare it invalid and to deny return of the sums);
 - Was declared lost, stolen, invalid, contains counterfeit or otherwise causes suspicion (in such a case the Airline has a right to withdraw this ticket, to declare it invalid and to deny return of the sums);
 - Has the flight coupon that was corrected by any person that is not an authorized representative of the Airline (its Agent), or was mutilated (in such case the Airline has a right to withdraw this ticket, to declare it invalid and to issue duplicate of the ticket);
 - Has the first unused flight coupon, and the Passenger begins his/her trip at any other point of stop on the transportation route under a new fare that is not coordinated in compliance with the fare regulations of the Airline (in such a case the Airline has a right to withdraw this ticket, to declare it invalid and to perform voluntary reimbursement);
- 12). If a person that presented the ticket, may not identify him or herself as a person indicated in the ticket (in such a case the Airline has a right to withdraw this ticket, to declare it invalid and to deny return of the sums);
- 13). If earlier the Passenger already did one of the abovelisted actions or violations and there is evidence that such a behaviour may repeat;
- 14). If the Airline informed the Passenger in written form that it cannot at any time after the indicated date to transport this passenger in its flights.

11.2. Right of the Passenger for denial of transportation

The Passenger who was denied transportation or further transportation due to reasons indicated in point 11.1 (except for reasons indicated in subpoints 4, 11, 12), may get reimbursed for fully or partially paid sums for the unused ticket or for an unused part thereof (pursuant to the rules of applicable fares of the Airline).

11.3. Limitations concerning commercial load of an aircraft

In case the AC allowed commercial load is exceeded, with the aim of securing of safety of flights, the Airline has a right to its own discretion to decide who of the Passengers and what baggage is not subject to transportation in this AC.

12. Transportation of special categories of Passengers

All special categories of passengers and their baggage are subject to the general conditions of transportation. The rules given below cover only particularities connected with rendering of special conveniences and safety of transportation, application of fares and performance of requirements of the state authorities.

12.1. Transportation of Passengers with reduced mobility

- 12.1.1. Passengers with reduced mobility on flights of the Airline are provided with seats reserved in advance.
- 12.1.2. Number of passengers with reduced mobility on flights of the Airline may not exceed number of Passengers that are able to render assistance to them at the time of an emergency situation.
- 12.1.3. Passengers with reduced mobility who are not allowed due to their medical condition to use the oxygen bomb are not accepted to transportation.
- 12.1.4. Passengers with reduced mobility that due to their medical condition require during the entire transportation additional oxygen are not accepted to transportation.
- 12.1.5. Passengers that require transportation in a stretcher are not accepted to transportation.
- 12.1.6. If the Passenger's age, physical or psychological condition may cause during the flight deterioration in condition of his / her health or constitute danger for his / her life, then transportation of such a Passenger is made under condition that a medical certificate, signed by a doctor and certified with a seal of a medical institution is provided to the Airline.
- 12.1.7. Even in case of presence of a medical certificate, the Airline has a right to demand from the Passenger to fill in the Incapacitated passenger handling advice that establishes the Passenger's responsibility for possible deterioration in condition of his / her health that may emerge during or after air transportation and indemnifies the Airline from any responsibility for such consequences.
- 12.1.8. A person with mental disorders is accepted to transportation only if accompanied by a person that possesses enough physical strength and is prepared to take, if necessary, actions of influence towards the person he /she accompanies.
- 12.1.9. A blind or deaf Passenger may without additional payment transport a seeing-eyed dog in the AC passenger cabin under condition of presence of a document that certifies special training of such a dog and under condition that during the flight such a dog will stay at this person's

feet in a muzzle and on a leash.

A seeing-eyed dog may not be given a separate seat.

12.1.10. At transportation of the Passenger with a seeing-eyed dog, the Airline has a right to demand providing of a document that certifies necessity of the Passenger's accompaniment by such a dog.

12.2. Transportation of pregnant women, women after childbirth and of neonates

12.2.1. Transportation of pregnant women is made on a common basis, if it is fulfilled not later than in 4 weeks before the predicted time of childbirth.

12.2.2. Transportation of pregnant women that are in their last month of pregnancy, as well as women that have unspecified time of childbirth or whose previous childbirth was with complications, is possible under provision of a written permit from a doctor (a medical certificate has to be issued not earlier than in 7 days before the flight).

12.2.3. Transportation on AC of the Airline of parturient women and of newborns within the first 7 days after childbirth is forbidden.

12.2.4. For transportation on AC of children, that were born before the term, a medical certificate that proves safety of their transportation with air transport is necessary.

12.3. Transportation of children

12.3.1. A child must travel accompanied by passenger of 18 years of age or older (parent, guardian or his/her authorized delegate) who is able to take responsibility of a child on each part of a travel, including change of aircraft / flight, check-in, customs and immigration formalities, etc.

12.3.2. Children under 5 years of age who are not accompanied by parent, guardian or their authorized delegate are not transported on Airline's flights.

12.3.3. If other is not determined by law currently in force of the country of destination/transit/transfer, a child between 5 and 14 years of age (on the flights, not crossing Ukrainian borders) and between 5 and 16 (on the flights crossing the border of Ukraine) may be accepted to transportation under Airline's responsibility to direct own flights, code-share flights, operated by Airline's code, and transfer flights, except for those flights, made by several subsequent Carriers.

12.3.4. Unaccompanied children are accepted to the Airline's flights under the following conditions:

- parents / guardians or their authorized delegates fill in and sign Unaccompanied child handling advice;
- all necessary documents are available to be presented to respective authorities;
- parents / guardians or their authorized delegates pay child transportation according to the point 12.3.5. or 12.3.6. of this Rules;
- parents / guardians or their authorized delegates bring UM timely to the airport for check-in and all the formalities and remain in the airport till the flight departure;
- parents / guardians or their authorized delegates arrive to the airport to meet UM before the actual time of flight arrival;
- transfer does not involve change of terminal / airport;
- transfer does not involve overnight;
- booking is confirmed at transfer point;
- parents / guardians or their authorized delegates agree to pay all expenses for return transportation (meals, hotel, ticket, etc.) in case parents / guardians or their authorized delegates do not meet UM, transported under Airline's responsibility upon arrival, or data of meeting party does not coincide with the data indicated in Unaccompanied child handling advice.

12.3.5. Following charge is applicable for UM transportation between 5 and 12 years of age:

- applicable fare with children discount if the discount is provided by the rules of fare application and the amount that Airline charges for UM service provision, which depends on the transportation duration (for all Airline's flights except for transatlantic);
- applicable adult fare without children discount.

12.3.6. For UM transportation between 12 and 16 years of age on all Airline's flights applicable adult fare is used and the amount that Airline charges for UM service provision, which is determined on each direction.

12.3.7. UM is provided by the separate seat in passenger cabin and free baggage allowance according to the norms of transportation on this direction and class of service.

12.3.8. Upon wish of parents / guardians or authorized delegates the conditions of UM transportation, except for youth discount

12.4. Transportation of youth groups

12.4.1. It is recommended to place youth groups in the AC cabin separately from other Passengers. In case there are vacant seats on the flight, it is allowed to block several rows in the zone between the separate group and other Passengers.

12.4.2. Seats for the groups of Passengers are given, starting from the middle and to the rear of the AC cabin. In case of insufficient number of seats the group members are seated in the front part of AC.

12.5. Transportation of Passengers connected with tragic circumstances

12.5.1. Passengers that travel "under tragic circumstances" (death of closest relatives, accompaniment of the coffin), may be accepted to transportation out of turn.

At that, the Airline has a right to demand documents that prove existence of such circumstances.

12.5.2. Reservation for the return flight for this category of passengers is made on a common basis.

12.6. Transportation of Passengers under conditions of unconfirmed reservation ("STAND-BY")

12.6.1. Passengers with the STAND-BY tickets may not be accepted to transportation to the prejudice of the commercial load of the flight.

12.6.2. Passengers that are served under conditions of unconfirmed reservation check in the airport and are accepted to transportation after check-in of Passengers that have tickets with confirmed reservation for this flight (involving vacant seats at the flight).

12.6.3. Passengers under STAND-BY transportation conditions are accepted to transportation pursuant to priorities established by the Airline.

12.7. Passengers who are denied entrance to the country

Passengers who are denied entrance to the country, shall be accepted to transportation in compliance with point 9.2 of these Rules.

12.8. Civil and criminal deportees

12.8.1. General requirements

12.8.1.1. Price of the ticket for transportation of civil /criminal deportees shall be paid by government of the country, which took decision about their deportation.

12.8.1.2. Representative of the Airline in the point of departure / transfer / destination, and AC commander before the start of transportation must be provided all information concerning presence in the flight of potentially dangerous passengers, who are forced to take the flight.

In case of transportation in AC of escorted persons, relevant records must be made in flight documents.

12.8.1.3. The Airline has a right to refuse to transport civil or criminal deportees in compliance with point 11.1. of these Rules, if documents necessary for transportation are absent, or if there are reasons to believe that the deportees may constitute a threat for life and health of other passengers, or impair safety of the flight.

It is forbidden to deny transportation for other reasons (change of AC, change of AC configuration, etc.).

12.8.1.4. Deportees may not be upgraded on the board of AC.

12.8.1.5. Delivery of these categories of passengers to the board of AC / from the board of AC is carried out separately from other passengers.

12.8.1.6. Boarding of the persons of these categories is made before boarding of other passengers, and disembarkation – after disembarkation of other passengers of the flight.

12.8.1.7. It is forbidden to serve for these categories of passengers with alcohol drinks and on-board meals with provision of metal covers.

12.8.1.8. The seats for these categories of passengers are provided in the rear part of the passenger cabin of AC. In case of potentially dangerous passengers, they must be separated from other passengers with one or several rows of free seats.

12.8.1.9. Potentially dangerous Passengers shall not be accepted for the flights which transport groups of children or VIP persons.

12.8.2. Civil deportees

12.8.2.1. Civil deportees shall be accepted by the Airline for direct air transportation under the following conditions:

- Government body which carries out deportation, notified Airline in at least 24 hours before the flight and provided sufficient information about the deportees (number of flight, number of deportees, reasons of deportation, presence among the deportees of the persons who were brought to criminal responsibility, presence of infectious patients and psychotics, and the list of officials who accompany the deportees);

- All necessary documents for acceptance to transportation are available.

12.8.2.2. Civil deportees shall be accepted by the Airline to transportation by air pursuant to point 12.8.2.1. and provided that:

- Reservation of transportation is confirmed on all legs of the route;

- Transfer is not connected with transfer/movement to other terminal or airport;

- Transfer is not connected with spending night in the point of transfer, time for transfer is not less than 1 hour 20 minutes;

- Connection in the point of transfer is not broken.

12.8.2.3. Number of civil deportees per flight, as a rule, may not exceed 10 persons.

12.8.2.4. When transporting families of civil deportees, each passenger older than 2 years of age shall be considered an individual person.

At the time of transportation, it is forbidden to separate families of deportees. In case of transportation of large families of deportees, it is permitted to exceed limit of civil deportees per flight.

12.8.3. Criminal deportees and escorted persons

12.8.3.1. Criminal deportees shall be accepted to transportation under following conditions:

- Transportation is agreed upon with the competent authorities of the relevant countries;

- The Airline in a day before transportation is notified in a written form about the date and the route of transportation, conditions of escort, level of danger of persons/escorted person, and list of officials, who will escort the deportee;

- Transportation is not connected with a transfer;

- All necessary documents for acceptance to transportation are available.

12.8.3.2. Criminal deportees who do not constitute a particular threat (danger), may be transported in groups of not more than three persons per flight, escorted by at least one security guard.

12.8.3.3. Escorted dangerous criminals shall be accepted to transportation only one such a person per flight, escorted by at least two security guards (officials of the agency which performs police functions).

12.8.3.4. Requirements for securing safety of the flight during transportation of escorted persons are analogous to the requests for transportation of criminal deportees.

12.9. Transportation of Passengers by charter flights

12.9.1. Carriage of Passengers in a charter flight is regulated by charter transportation agreement.

12.9.2. Tickets for charter flights shall not be valid before the customer pays the price of such a flight, or until entering into the corresponding loan agreement between the Airline and the customer of the charter flight. Reimbursement and confirmation of reservation under charter tickets are made only by the customer of charter flight, basing on the terms of the corresponding contract of charter.

12.9.3. Tickets for charter flights shall be valid only for the date of the flight, indicated therein. Depending on availability of vacant seats in the flight, changes are possible in the dates of departure and return of passenger, provided that such changes are agreed upon between the Passenger and the customer of the charter flight.

12.9.4. Tickets for charter flights provide limitations (or full waiver) of right of the Passengers to change or cancel reservation. Charter tickets, under which tourist trip is paid, including all services (direct and return flight, transfer, lodging in hotel, meals), may provide additional conditions and limitations, established by the customer of charter flight.

12.9.5. For transportation by charter flights, except for charter flight Passengers, only employees of the Airline and their closest relatives may be accepted (in case of presence of service tickets and vacant seats in the flight). At that, transportation of the employees of the Airline and of the closest relatives thereof must be agreed upon in advance with the representatives of the organization, which ordered the flight.

13. Arrangements of carriers

13.1. These Rules cover transportations, which are carried out on the basis of commercial agreements between the Airline and other Carriers (CODESHERING, INTERLINE), even if in the ticket is specified another Carrier than the one which actually performs the transportation. If there is any such a commercial agreement, the Airline (Handling Agent) shall provide during registration information to the Passenger about the Carrier which actually performs the transportation.

13.2. Passengers shall be notified about the actual Carrier before they purchase the ticket, at check-in, as well as in the case where during transportation any irregular situation emerged.

14. Consecutive carriers

14.1. In case of transportation which is made by several consecutive Carriers, the Carrier who issued the ticket for the flights of other (consequent) Carriers, shall act only as an Agent of these Carriers.

14.2. The Carrier which issued the ticket, or the first Carrier indicated in the ticket (joint ticket), shall not bear responsibility in the part of delay of transportation of the Passenger in the legs of transportation made by any other Carrier (Carriers).

14.3. In case of destruction, loss, damage or delay in baggage transportation, the Passenger has a right to claim against the first or the last Carrier, as well as against the Carrier who carried out transportation, during which destruction, loss, damage or delay in baggage transportation took place.

14.4. If it is impossible to define the Carrier, which carried out the transportation, during which destruction, loss, damage or delay in baggage transportation took place, the responsibility to the Passenger shall be borne by the Carriers who participated in transportation, all jointly or each severally, within the limits of the fault of each of them.

15. Baggage

If the Airline accepts as baggage any items, not corresponding to the definition of "baggage", given in these Rules, transportation of such items will also be regulated by these Rules.

15.1. Items not acceptable to transportation as baggage

15.1.1. Passenger should not include to the baggage the following things:

- Goods, items, liquid and other substances, able to create a considerable risk for health of Passengers, for safety of the flight or property of the Airline, or to other Passengers at the time of transportation, including explosives, compressed gas, flammable materials, oxidants, poisonous, harmful or irritative substances, radioactive materials, materials that cause corrosion, magnets, as well as any other items and substances, which are forbidden for transportation in passenger aircraft;
- Goods and items, transportation of which is forbidden by applicable laws of any country, from the territory of which, on the territory of which, or through the territory of which transportation will be fulfilled;
- Goods not suitable for transportation due to their nature, weight, dimensions, form or smell;
- Live animals and birds, except the cases, stipulated in point 15.18 hereof.

15.1.2. Ammunition, firearms and cold steel, including antiquarian firearms and cold steel, cutting and piercing items shall be accepted to transportation pursuant to points 15.11. and 15.14.

15.2. Right to refuse to accept baggage to transportation

15.2.1. The Airline has a right to refuse to accept baggage to transportation, or refuse its further transportation:

- Due to presence in the baggage of any things, specified in points 15.1.1 and 15.1.2 hereof, after concluding, on the basis of the respective documents, that such things contain any prohibited materials or items;
- Due to Passenger's failure to pay fares and charges established by the Airline, concerning excess baggage transportation

The Airline is not obliged to take under its control and bear responsibility for goods or items, which it refused to accept to transportation as baggage.

15.3. Right for inspection of Passengers and baggage

15.3.1. With the aim of securing of flights safety and detection of things, specified in points 15.1.1 and 15.1.2 hereof, the Airline has a right to request the Passengers to undergo personal inspection, which is carried out by the services of the Airline, airport and other competent state authorities, and to provide baggage for inspection, to perform X-ray or other scan of the Passenger or his / her baggage, and it has a right to inspect, or to organize inspection of baggage in absence of the Passenger. If the Passenger refuses to satisfy such a requirement, the Airline may refuse to transport the Passenger (baggage).

The Airline shall not bear responsibility for the damage, caused to Passenger or his / her baggage at the time of his/her X-ray or other scan, except for the cases of negligence on behalf of the Airline.

15.3.2. On the aircraft in flight (that is, from the time of closing of external door after boarding till the time of opening of any door for disembarkation), inspection of cabin luggage and of the Passenger personally can be searched by the decision of AC commander, without consent of the Passenger.

15.4. Checked baggage

15.4.1. A Passenger must provide for measuring and weighting all things he/she carries, except for items and things, specified in point 15.5.2.3.

15.4.2. After check-in of the Passenger's baggage, the Airline undertakes responsibility for its safekeeping and transportation, which is confirmed by the record in the ticket about number of items and weight of the accepted baggage, and by issuance to the Passenger of baggage identification tag coupon.

In case of absence in the ticket of the record on the weight of the checked baggage, it shall be considered that full weight of the checked baggage does not exceed standard for free baggage transportation.

15.4.3. The Airline has a right to refuse to accept baggage as checked, if it is not properly packed into suitcases with locks or other respective containers, which guarantee safe baggage transportation and its handling with application of mechanical appliances for baggage handling.

15.4.4. The Airline must take measures for transportation of the checked baggage on the same AC the Passenger is transported, and it must do so, if applicable laws require presence of the Passenger during fulfillment of customs procedures concerning the baggage. If the checked baggage is transported by other AC, the Airline is obliged to take measures for delivery of baggage to the Passenger's destination as soon as possible.

15.4.5. By request of the Passenger and with the consent of the Airline, baggage can be checked-in as unaccompanied baggage. Unaccompanied baggage shall be transported pursuant to point 15.16 hereof.

15.4.6. For provision of safety of baggage, the Airline recommends:

- To use for the trip a good-quality suitcases with firm locks;
- When using suitcases or bags made of cloth it is recommended to use padlocks for fixation of zip-fasteners, lacings or straps for roping up the baggage with the aim to make it difficult for strangers to access the contents;
- To remove old tags after each flight;
- To use name tags from the outside of the baggage;
- With the aim of visual identification of baggage, to mark it with a strap or other individual mark.

15.4.7. The Airline does not recommend including into checked baggage:

- Fragile, shattery items, breakable and perishable items;
- Money;
- Keys;
- Jewellery and products made of precious metals and silver;
- Natural fur;
- Electronic equipment;
- Computer equipment, spare parts for computers, detachable devices, software;
- Audio and video equipment, photo- and cinema equipment, accessory items;
- Spectacles, binoculars and other optical devices;
- Technical, medical and other documentation;
- Business and personal documents;
- Securities and valuables;
- Manufacture equipment and samples / templates;
- Video/audio cassettes, disks, diskettes and other data carriers;
- Medical preparations, equipment;
- Photos, antiques,
- Unique things and items;
- Liquids, perfumery, alcohol drinks;
- Tools.

In case of non-fulfilment by the Passenger of these recommendations, the Airline shall not bear responsibility for their wholeness and safety, other than lack in weight.

15.4.8. Passengers are not allowed to access checked baggage from the time of loading of baggage to AC and until the time of its collection in the point of destination / transfer.

15.4.9. Weight of one piece of baggage may not exceed 45 kg (100 pounds). Pieces of baggage with weight in excess of this shall be accepted to transportation only as cargo, in compliance with the Airline Rules for cargo air transportation.

15.5. Norms of free baggage allowance

15.5.1. General provisions

15.5.1.1. In compliance with the established by the Airline standards of free baggage allowance or temporary norms of transportation, a Passenger has a right to transport certain amount of baggage without additional payment. Depending on routing and class of service such quantity is determined by weight characteristics of baggage (weight concept) or the combination of the characteristics of weight, size and number of pieces (piece concept).

Information on maximum baggage allowance may be retrieved at:

- [Airline's website](#);
- Sales points.

15.5.1.2. Under the established norm of free cabin luggage carriage, the Passenger has a right to transport additional items, which he/she might need at the time of boarding, disembarkation or flight. Such items include:

- Coat, raincoat or plaid;
- Umbrella or walking stick;
- Bag for men / women or paper-folder;
- Photo or video camera or binoculars, or portable computer;
- Reasonable amount of reading material for reading during the flight;
- Infant food for the time of flight, and travel cradle for a Passenger with child/ children under 2 years of age;
- Light collapsible baby-stroller for a Passenger with child/ children under 2 years of age;
- Collapsible wheelchair or crutches for reduced mobility Passengers (shall be carried in hold of AC).

Cabin luggage total weight with the abovementioned additional items (things), not put into checked or unchecked baggage shall not exceed the established norm.

Information about maximum cabin luggage and additional items allowance may be retrieved at:

- Airline's website (www.aerosvit.com);
- Sales points.

15.5.1.3. In international (transatlantic) carriage, which is fulfilled in sequence on the legs of international and domestic air lines, or vice versa, the Passenger has a right to transport baggage on the domestic leg pursuant to standards of free baggage carriage according to the class of service of international airline.

15.5.1.4. In case of voluntary change by the Passenger of the route, or class of service, he/she is granted a right of free baggage carriage according to the standard, established for the respective route or class of service on the new leg of carriage.

15.5.1.5. In case of involuntary change of route or class of service, the Passenger has a right to transport free of charge the amount of baggage, permitted on the route and in the class of service initially paid.

15.5.2. Weight concept

(RESERVED)

15.5.3. Piece concept

(RESERVED)

15.5.4. Temporary norms of free baggage allowance

15.5.4.1. Airline, on the basis of commercial considerations or agreements between Airline and other carriers, may change free checked baggage allowance.

Temporary norms of free baggage allowance are implemented and cancelled by written instructions or orders of responsible Airlines' officials.

15.5.5. Skiing equipment transportation

15.5.5.1. Skiing equipment shall be accepted for transportation without additional charges if: - total weight of checked-in baggage including skiing equipment does not exceed established norms of free baggage allowance (weight concept); - effective norm of free baggage allowance (piece concept) and total weight of each piece is not exceeded. Actual size of piece of baggage with skiing equipment shall not be taken into account. In case of excess weight of checked-in baggage / quantity of pieces and/or weight of baggage with skiing equipment payment for transportation shall be made in accordance with effective fares for excess baggage transportation. One passenger shall have the allowance for free transportation of 1 set of skiing equipment (1 pair of skis, 1 pair of ski sticks, 1 pair of skiing shoes or 1 snowboard, 1 pair of snowboarding shoes) in compliance with abovementioned rules. Transportation of additional sets shall be paid in accordance with effective fares for excess baggage transportation.

15.6. Declaration of baggage value

15.6.1. The Airline does not provide to the Passenger any services concerning evaluation of baggage. Responsibility for loss or lack of baggage, which value was declared without participation of the Airline, shall be established according to point 21.3 hereof.

15.7. Special pieces of baggage, not covered by the norms of free baggage allowance

15.7.1. The norms of free baggage allowance shall not cover bulky and non-standard baggage, the dimensions or weight of which are considerably different from regular baggage being transported, namely:

- Sports equipment (skiing and water-skiing equipment and skiing boards; golf equipment; wind-surfing and surfing equipment, diving equipment, fishing equipment, hockey sticks; vaulting poles and so on);
- Bicycles;

- Musical instruments with sum of the three dimensions exceeding 115 cm;
- Audio- and video equipment;
- TV sets, refrigerators and other baggage, dimensions of which in a packed form exceed 50x50x100 cm;
- Live animals;
- Weapons and ammunition, other than firearms of members of armed forces of the State Security Department (SSD) of Ukraine on official duty.

15.8. Paid (excess) baggage

15.8.1. A Passenger, or a group of Passengers, are obliged in advance (at reservation of the seat in a flight or at the time of purchase of the ticket) to notify the Airline about excess baggage, and to pay for its transportation. Information concerning such payment must be provided by the Airline (Agent thereof).

15.8.2. A Passenger must pay baggage transportation in excess of the established by the Airline maximal norm of free baggage allowance according to the established fare, effective in the day of issuance of excess baggage ticket, for all transportation to the point of destination or the point of stopover (transfer).

15.8.3. When the weight concept is applied, payment shall be charged for exceeding established norms of transportation by total mass of the baggage, with exclusion of special items of baggage, which are not covered by the norm of free baggage allowance (point 15.7. of these Rules).

15.8.4. When the piece concept is applied, payment shall be charged for exceeding established norms of baggage by the number of pieces, dimensions and mass of each piece (weight of pieces is not summed up), with exclusion of special pieces of baggage, which are not covered by the norm of free baggage allowance (points 15.7. of these Rules).

15.8.5. When depositing in the point of departure of baggage less pieces than paid and reserved, the sum exceeding the due payment shall be returned to the Passenger.

15.8.6. The Passenger who presented in the point of departure more baggage than he/she has reserved and / or paid, shall be last for check-in, his / her baggage shall be accepted to transportation only in case of availability of free tonnage in AC, and after respective additional payment.

15.8.7. In case of exceeding of AC load limit, or in case of absence of free tonnage, the Airline, notifying the Passenger thereof, has a right to send his / her baggage with the next flight of its, or with a flight of other Carrier.

15.8.8. In case of increase of the weight of baggage in the points of stopover or transfer, the Passenger shall be charged payment for additional baggage.

15.8.9. The Airline has a right to refuse to transport excess baggage pursuant to point 15.2.1 of this section.

15.9. Pooled baggage

15.9.1. For two or more Passengers who travel as group to the same point of destination on the same flight, and together present their baggage for check-in, a pooled baggage norm is established, equal to the sum of norms for the free baggage allowance of each of the Passengers.

15.10. Transportation of baggage which requires special conditions of carriage

15.10.1. Baggage which requires special conditions of carriage (for example, valuable items; fragile, shattery things; breakable items) can be accepted to transportation in passenger cabin of AC, if:

- The Passenger obtained permit of the Airline for this;
- Baggage passed special aero safety inspection.

If such baggage is bulky, the Passenger must pay for additional seat (payment for transportation of excess baggage shall not be charged). Weight of such baggage may not exceed 75 kg, and dimensions – the dimensions of the seat.

15.10.2. Baggage which requires special conditions of transportation and is carried in passenger cabin of AC, shall not be checked-in. The Passenger shall bear responsibility for its integrity and safety.

15.10.3. Baggage which is transported in the passenger cabin of AC, must be packed to exclude damage to cabin equipment of AC at the time of transportation.

15.11. Transportation of weapons and ammunition

15.11.1. It is prohibited to transport any weapon and ammunition by airlines company BC except:

- Rifled army type firearms and its cartridges;
- Produced of the special order firearms and its cartridges;
- Emasculated, training, out-of-date shooting, sports, hunting rifled, combined and smooth-bore weapon and its cartridges;
- Pneumatic weapon and its cartridges;
- Domestic produced devices for shooting off of cartridges equipped with rubber or similar in characteristics missiles of non-lethal action and its cartridges;
- Cold steel (arbalests, hangers, daggers, sabers, rapier, bayonet, clubs, hunting and Finnish knives, katans, broadswords, yataghans, bayonet- knives);
- Gas pistols and revolvers.

15.11.2. Cartridges for gas weapon, cartridges with bursting and incendiary charges will not be accepted for transportation by airlines company BC.

15.11.3. Permission for weapon and ammunition transportation is accepted only from natural persons – airlines company passengers, if their right for its possession, import/export is confirmed by permission of authorized bodies.

Order of weapon and ammunition by legal entities is determined by Rules of air transportations of airlines company freights.

15.11.4. Weapon and ammunition allowed for transportation has to be transported only by direct (transit) flights of airlines company to airports/from airports, where there are VV representatives, in registered luggage in conformity with procedures, fixed by airlines company. Fire-arms and ammunition of authorized persons, providing security and police functions, within their course of duty will be transported by direct, transit and transfer flights of the Airlines company in conformity with clause 15.11.8. of these Rules.

15.11.5. It is prohibited to transport weapon and ammunition in unescorted luggage.

15.11.6. For the time of the flight weapon and ammunition is withdrawn from the Passenger and transported in BC baggage compartment. There is exception only for authorized personnel of law enforcing bodies, who are in course of duty.

15.11.7. It is strictly prohibited for passengers to bring any weapon and ammunition, even souvenir or other imitations and children toys to BC passenger saloon.

15.11.8. Transportation of weapon in BC passenger saloon is allowed only to authorized personnel of law enforcing bodies, who are in course of duty in cases envisaged by legislation in force and if they have all necessary documents.

15.11.9. Weapon is accepted for transportation only in discharged condition with separated ammunition.

15.11.10. Withdrawn cold steel, short-barreled fire-arms and ammunition has to be transported in special packages in equipped metal container in BC baggage compartment, the key to which will belong to BC crew within the flight and stoppage in transit airport.

15.11.11. Withdrawn nonseparable weapon with length more than 80 cm has to be transported in BC baggage compartment in provided by owners cases, special containers, boxes, etc., equipped with safe bars.

15.11.12. It is strictly prohibited to transport withdrawn weapon in BC pilot cabin or passenger saloon and to return it to Passenger on BC board or on the platform.

15.11.13. Passenger may transport up to 5 kg of ammunition (gross weight) to the weapon allowed for transportation.

15.11.14. It is prohibited to combine norms for ammunition transportation for several Passengers.

15.11.15. Ammunition, transported by several Passengers, should not be combined into one or several luggage places.

15.11.16. Weapon and/or ammunition accepted for transportation will be returned to the Passenger at destination place by airport air security personnel in a special place and in presence of Airlines company representative.

15.12. Unchecked baggage

15.12.1. Economy class Passengers and business /premium class Passengers Cabin luggage weigh must not exceed 10 kg, except for areas in which temporary norms of cabin luggage carriage have been valid.

Information about maximum cabin luggage allowance may be retrieved at:

- Airline's website (www.aerosvit.com);

- Sales points.

Maximum cabin luggage dimensions are 55x40x20 cm. Maximum cabin luggage dimensions are and 56x45x25 cm. for Passenger-member of Meridian programs (Meridian Silver / Gold / Elite style cards)

For the flights with duration of more than 4 hours, the weight of cabin luggage for business class Passengers may be 10 kg.

15.12.2. Weight of cabin luggage is not included into free baggage allowance.

15.12.3. Cabin luggage must fit into one baggage place. In the cabin of AC it should be placed on the shelf over the passenger seat, or under the forward seat.

15.12.4. Things, which do not comply with the established by the Airline requirements for dimensions and weight for cabin luggage, or which are not permitted to transportation in the passenger cabin of AC, shall be considered, and shall be handled as checked baggage. If trip of the Passenger is performed on one or several domestic routes, on which the Airline uses small capacity AC with limited dimensions of baggage sections in passenger cabins, the Airline has a

right to demand from the Passenger to check-in all or part of cabin luggage in such flights. Such baggage shall be considered, and shall be handled as checked baggage.

15.12.5. All responsibility for the unchecked baggage lies on the Passenger.

15.13. Items and substances, accepted to transportation in limited quantity

15.13.1. It is allowed to transport in limited quantity and with the permission of the Airline, the following items as unchecked baggage (cabin luggage) for personal use only:

- Alcohol beverages, perfume, cologne;

- Medicines and toilet articles;

- Portable oxygen or oxygen gas bombs, necessary for medical purposes;

- Portable cylinders with carbon dioxide for moving artificial limbs;

- Dry ice for freezing perishable products;

- Tobacco products for personal use;

- Cardiac stimulators which contain radioactive substances, installed by means of surgery.

15.14. Transportation of dangerous piercing and cutting items

15.14.1. For securing a proper level of aviation safety, all items threatening safety of flights are forbidden for transportation in passenger cabins of AC as unchecked baggage of Passengers and crew members.

15.14.2. Cabin luggage may not include dangerous and piercing and cutting items, metal covers, tools, sports equipment, syringes, including disposable ones (Passengers who require injections during the flight, must provide a respective medical certificate), manicure equipment, items which are a realistic imitation of weapons, other items, generally not carried by Passengers (bicycle chains, batons, and so on).

15.14.3. All piercing and cutting items must be packed and put into the baggage, which is carried separately from the Passengers after check-in in hold of AC (checked baggage).

15.14.4. All piercing and cutting items, and similar things, found at the time of check of cabin luggage and personal inspection on the Passenger, shall be withdrawn for reasons of safety. The Airline shall not be responsible, and shall not reimburse the Passenger for losses caused by damage or loss of such items, unless they were checked-in.

15.15. Live animals transportation

15.15.1. General provisions

15.15.1.1. Transportation of live animals is fulfilled only with the agreement of the Airline at the time of reservation or purchase of the ticket.

15.15.1.2. Live animals are accepted to transportation only provided the following conditions are met:

- The transportation does not contradict instructions of the country, on the territory, from the territory, or through the territory of which transportation is fulfilled (TIM/TIMATIC; IATA recommendations);
- The Passenger provides necessary certificates, permissions and other documents, required by veterinary agencies of any country, on the territory, from the territory, or through the territory of which transportation is fulfilled;
- Live animals are healthy, clean, quiet and not pregnant;
- Live animals are transported in special, tightly closed containers, pursuant to IATA recommendations for the respective species of animals;
- The Passenger has paid for the animal's transportation;
- The Passenger accepts all responsibility for the live animal / animals he or she carries, and has filled in Live animal handling advice.

15.15.1.3. If any of the conditions of point 15.15.1.2. is not fulfilled, the Airline has a right at check-in to refuse Passenger to transport live animal / animals even in case of presence of reservation for such a transportation.

15.15.1.4. Transportation of live animals in the passenger cabin of AC or in hold of AC must be paid as additional service, fare for which is established by the Airline. At that, weight of live animal / animals is measured together with container and food for live animal / animals for the time of transportation.

15.15.1.5. Price for services for live animals' transportation shall be charged irrespective of presence of other baggage of this Passenger.

15.15.1.6. Place of transportation of container with live animal/animals is determined on the basis of, first of all, their total weight, dimensions of container and presence of other live animals already accepted to transportation in the passenger cabin.

15.15.1.7. The Airline shall not bear responsibility for injury, loss, delay in delivery, illness or death of animals during transportation or due to denial of competent authorities of entrance and transit of live animal, unless such damage was caused as a result of actions of the Airline.

15.15.2. Transportation of live animals in passenger cabin of an aircraft

15.15.2.1. Transportation in passenger cabin of AC is applicable for small pets, such as dogs, cats, oscines, rabbits, hamsters and so on, total weight of which together with container does not exceed 5 kg.

Number of animals per container is established pursuant to the requirements, provided in TIM/TIMATIC for the country of destination and IATA recommendations.

Live animals' transportation is subject to the rules of the country of departure / transfer / arrival, in which the requirements for air transportation of animals are the most strict.

15.15.2.2. Live pets are accepted to transportation in passenger cabin only when accompanied by adult Passengers.

15.15.2.3. In regular flights of the Airline, it is permitted to transport not more than one container with pets in each passenger cabin of AC.

15.15.2.4. In charter flights, it is permitted to transport not more than 2 containers with pets in each passenger cabin of AC.

15.15.2.5. The sum of three dimensions of container for transportation of pets in passenger cabin of AC must not exceed 115 cm.

15.15.2.6. Container with live animals during air transportation must be placed under the seat in front of the Passenger.

It is not permitted to place container with live animal on the baggage shelves or on a passenger seat.

15.15.2.7. Seeing-eyed dog, which accompanies a blind or deaf Passenger, may be transported in passenger cabin of AC without container pursuant to points 12.1.7, 12.1.8. of these Rules, or in a container, which is compliant with IATA recommendations, in the baggage hold of AC without additional payment.

15.15.3. Transportation of live animals in hold of an aircraft

15.15.3.1. For transportation in hold of AC can be accepted live pets and domestic animals, such as dogs, cats, birds, rabbits and others.

Number of animals per container is established pursuant to requirements, provided in TIM/TIMATIC for the country of destination, and IATA recommendations. At that, total weight of such animals together with container must not exceed 45 kg.

15.15.3.2. Per passenger, one container with live animal/animals can be accepted to transportation in hold of AC.

15.15.3.3. Dimensions of container for transportation of live animals in hold of AC, must be sufficient for the animal to lie, stand, turn, but must not exceed the dimensions permitted for containers for the type of AC which is operated in this flight.

15.15.4. Transportation of live animals as cargo

15.15.4.1. Live animals, the weight of which together with the container exceeds 32 kg, are accepted to transportation as cargo, in compliance with the Cargo Air Carriage Rules of the Airline.

15.16. Unaccompanied baggage

15.16.1. A Passenger's unaccompanied baggage can be accepted to transportation as cargo (with issuance of airway bill) only between the points (airports) of departure and arrival of the Passenger himself/herself.

15.16.2. Unaccompanied baggage may contain only personal clothes and domestic items.

15.16.3. Acceptance of unaccompanied baggage to departure is possible in case when the Passenger has the ticket, baggage contents declaration and has filled in all the documents, necessary for the customs and for baggage transportation.

15.16.4. Unaccompanied baggage shall undergo customs inspection in presence of the Passenger or of the persons authorized by the Passenger, who shall be fully responsible for all additional payments (concerning charges, delivery, and customs).

15.16.5. Payment for unaccompanied baggage is taken pursuant to the effective cargo fares of the Airline.

15.16.6. Unaccompanied baggage must be delivered to cargo terminal of the airport after preliminary agreement of the Airline, but not later than the date of departure of the Passenger.

15.16.7. The Airline has a right to take a decision with which flight to transport the unaccompanied baggage, but its transportation must be accomplished within the period specified by the agreement.

15.17. Diplomatic baggage

15.17.1. Diplomatic baggage is paid for as excess baggage, irrespective of the weight of personal baggage of diplomatic courier.

15.17.2. Any transfer of diplomatic baggage must be agreed with diplomatic courier.

15.17.3. Diplomatic bags with weight up to 20 kg, dimensions of which do not exceed 55x40x20 cm, should be transported under the seat of the courier or under the seat located forward.

Diplomatic bag/bags with weight up to 75 kg during transportation may be allocated on a separate seat/seats (providing the respective payment and fulfilment of the requirements of point 15.10.3. of these Rules).

In case diplomatic baggage blocks access to the seat / seats, this seat / seats shall be considered to be loaded by diplomatic mail as well.

15.17.4. Unaccompanied diplomatic mail may be handed over to an authorized person only, who will provide written documents proving a right to receive it.

15.17.5. Personal belongings of Passengers with a diplomatic passport are not a diplomatic baggage, and shall be checked-in as regular baggage.

15.18. Baggage of Passengers who are denied departure, and of Passengers who did not present themselves for boarding

15.18.1. Baggage of Passengers who were checked-in but denied departure, or did not present themselves for boarding AC, must be taken away from the board of AC.

15.19. Handling, delivery and receipt of baggage

15.19.1. Passenger himself/herself is responsible for receipt of baggage in the point of destination or point of stop.

If Passenger failed to receive baggage within reasonable period after its arrival to the point of destination, transfer or stopover en route, the Airline has a right to charge him/her for storage of baggage.

15.19.2. The baggage not received by Passengers shall be transferred for storage to relevant services of the airport. Period of storage for such baggage is 6 months, after that it shall be utilized according to the established procedure.

15.19.3. Reception of baggage is the right of the owner of baggage receipt (baggage tag).

The Airline is not obliged to identify and to verify the identity of the owner of baggage receipt and of the baggage tag coupon for reception of baggage.

The Airline shall not bear responsibility for loss, caused or related to failure to verify such identity.

15.19.4. In case when the person who claims to have a right to receive baggage has neither baggage receipt nor coupon of the baggage tag, delivery of such baggage is permitted only in case of providing by the person claiming to have a right to receive the baggage of sufficient proof of his/her right for it, and after provision of written guarantee to indemnify for losses or expenses of the Airline, connected with reception of such baggage.

15.19.5. In cases of lack, loss, damage, delay in transportation of baggage, as well as in the case of delivery of baggage without presenting of baggage receipt (baggage tag), immediately after discovery of irregularity, before the passenger leaves restricted area of the airport, Property Irregularity Report shall be composed (PIR), which shall be signed by the representative of the Airline and by the Passenger. Absence of Property Irregularity Report shall not constitute a reason for denial of the Airline to accept complaint from the Passenger concerning irregularity during baggage transportation.

15.20. Left, forgotten or mishandled baggage

15.20.1. Left, forgotten or mishandled baggage, transportation of which was paid pursuant to the respective baggage fare, shall be sent to the point of destination, point of stopover or transfer without additional payment.

16. Schedule

16.1. Time of departure (arrival) and type of AC provided in the ticket, in the schedule or in other published schedules of flights of the Airline are

not guaranteed, and do not constitute a compulsory condition of the transportation agreement. The Airline has a right to change the time of departure of a flight, but the Passenger must be informed timely. The Airline has a right to change the type of aircraft without prior notification of the Passenger thereof.

16.2. The Airline is obliged to take all necessary measures to avoid delay in transportation of the Passenger and baggage. In case of force-majeure circumstances (including bad weather conditions, irregular situations in the air space, strikes, rebellions, civil disorders, embargo, wars, hostile actions, breach of peace, unregulated international relations, technical problems or other problems, which actually threaten or make impossible a safe flight performance), the Airline has a right, without notification of the Passengers, to cancel or delay the flight, and to cancel the previously approved reservations.

16.3. If due to force majeure circumstances the Airline:

- Cancels or fails to fulfil the flight within a reasonable term after the time, specified in schedule or ticket, or
- Fails to provide a seat on the flight according to the previously confirmed reservation, or
- Fails to make a stop in the previously scheduled stopover point or in the point of destination, or
- Causes the Passenger to be late for another connecting flight, for which the Passenger has confirmed reservation, and which is mentioned in the same ticket as the previous flight,

the Airline is obliged (at the choice of the Passenger):

- 1) To transport the Passenger with its next flight where a vacant seat is available in the class of service paid by the Passenger, or
- 2) To transport the Passenger to the place of destination through another route with its flights or with the flights of another Carrier, or
- 3) To organize transportation of the Passenger by other means of transport (other than taxi), or
- 4) To refund the sums paid according to the established procedure.

The Airline shall not bear any other obligations.

16.4. If due to internal circumstances (lack of reserve aircraft etc.) the Airline:

- Cancels or fails to fulfil the flight within a reasonable term after the time, specified in schedule or ticket, or
- Fails to provide a seat on the flight according to the previously confirmed reservation, or
- Fails to make a stop in the previously scheduled stopover point or in the point of destination, or
- Causes the Passenger to be late for another connecting flight, for which the Passenger has confirmed reservation, and which is mentioned in the same ticket as the previous flight,

the Airline is obliged (at the choice of the Passenger):

- 1) To transport the Passenger with its next flight, or
- 2) To transport the Passenger to the place of destination through another route with its flights or with the flights of another Carrier, or
- 3) To organize transportation of the Passenger by other means of transport (other than taxi), or
- 4) To refund the sums paid according to the established procedure.

In case where the Passenger waited for transportation the Airline is obliged to organize service for him/her pursuant to point 17.3.3.

16.5. The Airline may not request to pay the difference in fares and additional payments due to such changes in transportation, yet, if the passenger fare and the fare for transportation of excess baggage along the changed route is lower than the sum paid, the difference must be returned to the Passenger.

16.6. The Airline shall not be responsible for errors and omissions in schedules or in other published schedules of flights of other Carriers.

17. Change in transportation

17.1 Change of class of service of the Passenger at check-in

17.2 Change of class of service due to impossibility to provide service according to reservation

17.3 Change in transportation due to changes in schedule (other than force majeure circumstances)

17.4 Change in transportation due to overbooking or change of aircraft type

17.1. Change of class of service of the Passenger at check-in

17.1.1. If there are vacant seats in business/premium class during registration of flight, at the choice of the Passenger it is permitted to upgrade the Passenger on the basis of the rules and with additional payments, provided by the applied fare.

17.2. Change of class of service due to impossibility to provide service according to reservation

17.2.1. If it is impossible to provide the Passenger with the service according to his/her reservation in the economy class, upgrade to business class is made at the cost of the Airline.

17.2.2. If it is impossible to provide the Passenger with the service according to his/her reservation in business/premium class, downgrade is made with refund of the relevant sums. At that, the standard of free baggage allowance shall not be changed.

17.3. Change in transportation due to changes in schedule (other than force majeure circumstances)

17.3.1. Passengers must be notified about the predicted delay of a flight.

17.3.2. In case of change in transportation because of change of schedule (other than force majeure circumstances), the Airline shall render services to the Passenger, until it fulfills his/her transportation to the point indicated in the ticket.

17.3.3. List of services rendered to the Passenger depends on the duration of flight delay:

- In case of delay of flight for more than 2 hours, the Passenger shall be provided with soft drinks;
- In case of delay of flight for more than 3 hours, the Passengers shall be provided with communication services (1 local and/or long-distance telephone call), meals and soft drinks;
- In case of delay of flight for more than 6 hours, the Passengers shall be accommodated in hotel, provided with transportation between airport and hotel, meals and beverages.

Meals for the Passengers (breakfast, dinner, supper) shall be provided depending on time of the day.

The Passengers, who permanently reside in the point of flight delay, shall not receive hotel accommodation before the time of taking decision to postpone the flight for the next day.

Any additional expenses of the Passenger shall not be compensated.

17.3.4. In the points of transit or transfer, services shall be rendered to the Passengers in case of approved reservation for the next leg of the route, if the connection flight was missed, or a flight was delayed through the Airline's fault.

17.4. Change in transportation due to overbooking or change of aircraft type

17.4.1. If it is impossible to accept a Passenger to transportation because of overbooking or change of AC type, the Airline is obliged to provide the Passenger with services pursuant to point 16.3 (except subpoint 4).

17.4.2. The Airline shall refund the price of the ticket to the Passengers, who refused from transportation in another class, by another flight of the Airline, by the flight of another Carrier or by another transport, pursuant to points 19.2.2, 19.2.3.

17.4.3. To the Passengers, not accepted to transportation because of overbooking or change of AC type, a part of transportation price shall be paid back (compensation shall be paid) pursuant to point 21.6.3.

18. Service of Passengers

18.1. General provisions

18.1.1. The Airline shall independently establish and change standards and amount of services, rendered to the Passengers by class of service.

18.1.2. In case of refusal to serve the Passenger fully or to render a part of services on board of AC and/or in the airport, price of these services shall not be paid to the Passenger, and the expenses suffered as a result of refusal, shall not be compensated.

18.2. Service of Passengers at airport

Service of Passengers at airport is done by handling companies.

The Airline shall not bear responsibility for damage or loss of any nature, suffered by the Passenger as a result of rendering to him/her of the mentioned service, or in relation to it, or

because of impossibility to use such service through the third person's fault, organizations or mediators.

18.3. Service of Passengers on board of an aircraft

18.3.1. General provisions

18.3.1.1. The Airline shall independently establish and change standards and amount of services, rendered to the Passengers on the basis of the class of service on board of AC.

18.3.2. Seats distribution on board of an aircraft

18.3.2.1. The seats on board of AC are provided in such a way, that the Passengers of special categories would not be an obstacle, and other Passengers would be able to render them assistance at evacuation in an emergency situation.

18.3.2.2. The following categories of passengers are forbidden to be allocated in the rows, adjacent to emergency exits:

- Passengers with reduced mobility;
- With great excess weight;
- Children accompanied by adults and unaccompanied children;
- Civil and criminal deportees;
- Passengers with live animals.

18.3.2.3. It is forbidden to allocate Passengers of special categories in such a manner, that in emergency they would leave the aircraft through emergency exits to the wing.

18.3.2.4. It is forbidden to allocate passengers with reduced mobility, Passengers with great excess weight, civil and criminal deportees and children at the seats near the aisle.

18.3.2.5. Allocation of double seats for children in the flights of the Airline is forbidden.

18.3.2.6. The Passengers with the children younger than two years of age are provided with seats, equipped with additional oxygen mask.

18.3.2.7. It is forbidden to allocate Passengers with live animals near galley and toilet.

18.3.2.8. The Passengers accompanied by a seeing-eyed dog, are allocated in the rear of AC passenger cabin.

18.3.3. Serving meals and beverages

18.3.3.1. The Airline normally provides meals on board of AC free of charge. If the on-board meals and other additional services are not planned and are not included into the fare, the Airline has a right to charge for the meals, beverages, and other additional on-board services.

18.3.3.2. On board of AC, the meals are provided to the Passengers on the basis of class of service, time of the day and duration of flight.

18.3.3.3. Special meals (infant meal, vegetarian meal, religious meal, dietary meal or seafood) are provided on board of AC only under condition of reserving them in advance (not later than in 24 hours before departure).

18.3.3.4. It is forbidden to drink alcohol beverages on board of AC, unless they are served by the personnel of the Airline.

18.4. Interruption of the flight because of illness of the Passenger

18.4.1. At interruption of the flight on an intermediate stopover (that is, before the point of destination) because of the illness, injury of the Passenger, or according to the doctor's advice, all expenses (ground transportation, hotel, meals, hospital) shall be borne by the Passenger.

18.5. Behaviour during the flight

18.5.1. Behaviour of the Passenger on board of AC must not endanger or threaten other Passengers, things, AC or its crew.

Passenger may not interfere with the crew at the time of fulfilment by them of their official duties, and must follow instructions of the AC Commander and of the crew concerning securing safety of the flight of AC, safe and comfortable flight of Passenger.

Passenger must not act in any way which can cause or causes protest of other Passengers.

18.5.2. With the aim of accident prevention of the flight, the Airline has a right to prohibit or to limit use on board of AC of electronic equipment, mobile telephones, portable computers, portable tape-recorders, portable radio sets, CD players, transmission devices, including toys with radio control, portable radio stations, etc. (except the cases of hearing device and pacemakers).

18.5.3. On board of AC, the Passenger has no right to be intoxicated (whether alcohol intoxication, narcotic intoxication, or intoxication caused by any other substance) in a manner, that can endanger, or constitutes a threat to other Passengers, things, AC or its crew.

Drinking of any alcohol beverages on board of an aircraft is permitted only in amount, offered by the Airline, in correspondence to the class of service.

18.5.4. Smoking is forbidden in all flights of the Airline.

18.5.5. If the Passenger fails to comply with the provisions of points 18.5.2 – 18.5.4, the Airline has a right to take measures as situation requires, considered necessary by the Airline for prevention of such actions. Such measures may include:

- Limitation of the Passenger's movement in the cabins of an aircraft;
- Disembarkation of the Passenger;
- Refusal to the Passenger to board AC in any point on the route of transportation;
- Transfer of the Passenger to the local governmental law-enforcement agencies for taking relevant measures of influence;
- Application to the Passenger of measures of administrative and civil influence (bringing to administrative responsibility, claiming to the court on indemnification of expenses).

18.5.6. If due to unauthorized actions of the Passenger the Airline had to take certain measures which caused additional expenses, the Passenger is obliged to indemnify such expenses to the Airline.

19. Reimbursement

19.1. General provisions

19.1.1. The Airline shall reimburse sums paid for unused ticket (part thereof), unless otherwise established by the rules of applicable fare, indicated in the ticket only under transportation documents with the IATA number of the Airline.

19.1.2. Reimbursement is fulfilled within the period of validity of transportation documents to the person, on whose behalf the ticket is issued (or to its agent, as well as to organization or individual, who paid for the ticket), who presented the passenger coupon and unused flight coupons.

19.1.3. In the country of sale of the ticket, reimbursement of the sum is fulfilled only in the place of purchase of the ticket.

19.1.4. At return of the sum, the currency and form of payment for the ticket shall not be changed.

19.2. Sum of reimbursement

19.2.1. Reimbursement shall be considered forced, if Passenger refused transportation because the Airline:

- Cancelled, postponed, delayed the flight, for which the Passenger has a reserved seat and issued ticket;
- Improperly issued transportation documents of the Passenger;

- Cancelled landing of AC in the point, which for the Passenger is the point of departure, destination or a stopover;
- Changed class of service;
- Failed to provide to the Passenger the seat according to the pre-arranged reservation;
- Failed to provide connection with the flight, for which the Passenger has an confirmed reservation, and which is mentioned in the same ticket with the previous flight;
- Denied transportation to the Passenger because of the reasons, mentioned in subpoints 1, 2 of point 11.1.

19.2.2. In case of involuntary flight denial, if transportation was not fulfilled in any part, the Passenger shall be reimbursed with all sums paid for transportation.

19.2.3. In case of involuntary flight denial, if transportation was partially fulfilled, the sum shall be reimbursed relevant to the part of unfulfilled leg of transportation.

19.2.4. Reimbursement in case of voluntary refusal of the Passenger from the flight (voluntary return of the ticket) shall be performed in the place of purchase of the ticket, and shall be regulated by the fare application rules.

19.3. Right of refund refusal

19.3.1. The Airline has a right to refuse the reimbursement:

- If statement about that was handed by the Passenger more than in 30 days after expiry of the ticket;
- For the ticket, purchased for special fare, the rules of use for which do not provide reimbursement of sums (in case of purchase of the ticket for such special fare, the Passenger must be notified about this by the Airline (Agent thereof) at the time of reservation, and the ticket must be marked with a respective mark);
- If the Airline has a documentation of the fact, that the ticket was purchased and used by the Passenger only for solving his/her immigration or visa related problems.

19.3.2. Sums shall not be reimbursed for lost tickets or for duplicates issued instead of them.

19.4. Exemption from responsibility

19.4.1. The Airline shall not pay compensation for denied transportation to the Passenger in the following cases:

- Transportation is denied due to force majeure circumstances;
- Transportation is denied because the government requisitioned all or part of the aircraft capacity, involved in the respective transportation;
- The Passenger refused to pass a check for the aviation security, or failed to follow the instructions, provided by the Airline (Agent or Handling agent thereof);
- Passenger is travelling with free ticket or with a special fare ticket, which is not available to general mass of consumers;
- Passenger is travelling with charter flight or by the flight, which was sold as a part of group transportation or tourist trip with all services paid (at that, responsibility for transportation denial shall be borne by the contracting Carrier).

20. Applications (feedback, proposals, complaints) of Passengers

20.1. General provisions

20.1.1. Passenger has a right to express his/her displeasure with the services provided in oral or written form.

20.1.2. Oral address (complaint) of the Passenger must be considered immediately, whenever opportunity to do so appears. The Airline should apply all efforts for providing to the Passenger a polite and reasoned response, as well as proper services.

20.1.3. By passenger's request, he/she shall be given Book of Complaints.

20.2. Procedure of considering of Passengers' written complaints

20.2.1. A written complaint of the Passenger shall be considered as soon as possible, but not later than in 30 days since the day of receipt.

20.2.2. In case of impossibility to give a fully satisfactory response, the Passenger shall be notified about the reason of delay in response, and the time of its giving.

20.2.3. General term of consideration of a written complaint must not exceed 45 days.

21. Responsibility of the Airline and limits of damage compensation

21.1. General provisions

21.1.1. Responsibility of the Airline at transportation of Passengers and baggage is established by:

- The Warsaw Convention;
- The Hague Protocol;

- International treaties concerning air transportation;
- Agreements between the Airline and other Carriers;
- Rules of passengers and baggage air carriage, approved by the order of the Ministry of Transport of Ukraine on July 25, 2003, No. 568;
- By these Rules;
- By other legislative and standard acts of Ukraine.

21.1.2. A Passenger has a right to refuse to accept proposed by the Airline partial reimbursement of the cost of transportation or compensation for damages caused during transportation, and to claim for satisfaction of his/her demands in the court.

21.2. Responsibility for deterioration of level of health, injury or death of Passenger

21.2.1. The Airline shall be responsible for the damages, caused in case of death or injury of the Passenger only provided that the event which caused death or injury, took place on board of AC, or during boarding or disembarkation of Passengers through the Airline's fault/negligence.

But the Airline shall not bear responsibility if death or injury were caused by the Passenger's level of health.

21.2.2. Responsibility of the Airline for causing of deterioration of level of health or death of the Passenger during air transportation in the territory of Ukraine shall be limited by the sum, equal to 20,000 USA dollars in national currency of Ukraine, on the basis of the rate of exchange of the National bank in the day of transportation.

21.2.3. At international flights, responsibility of the Airline for causing deterioration of level of health or death of the Passenger shall be established within the limits and on conditions, provided by international treaties or the legislation of the countries, in the territory of which air transportation is fulfilled.

21.2.4. In case of use for transportation of Passengers of AC of another company, a guaranteed compensation (in amount of the Carrier's compensation) shall be paid only provided that the Passenger who requests the compensation, executes transfer of his/her rights to the Airline, and authorizes it to claim against the company that owns AC, or against its insurance agent.

21.3. Responsibility of the Airline for baggage

21.3.1. The Airline shall be responsible for baggage from the moment of its acceptance to transportation and till returning it to the Passenger.

21.3.2. The Airline shall be responsible for loss, lack of contents or damage of the checked-in baggage at the time of transportation, unless it proves it took all necessary measures for preventing the damage to the baggage or that it was impossible to take any measures.

21.3.3. The Airline shall be responsible for loss, lack of contents or damage of the baggage, accepted to transportation, in amount of its actual value, but not more than 20 USA dollars for 1 kg of weight of lost, absent or damaged baggage.

21.3.4. Reimbursement of partial price of transportation (compensation) to the Passenger for delay in transportation of baggage shall be defined basing on the necessity to provide the Passenger with living essentials. Such a compensation shall be limited by the sum of 50 USA dollars, and shall be provided to the Passenger in case of failure to deliver the baggage within reasonable terms to the Passenger's point of destination, unless the point of destination is the place of residence of the Passenger.

21.3.5. For loss, lack of contents or damage of unchecked baggage and other property kept by the Passenger, the Airline shall be responsible only provided that it is proved that this loss is caused through the Airline's fault.

At transportation of unchecked baggage, the liability of the Airline shall be limited by the sum of 400 USA dollars.

21.3.6. For the citizens of Ukraine, the sum of payment of partial reimbursement of the price of transportation or compensation for baggage shall be converted into national currency basing on the rate of exchange of the National Bank of Ukraine in the day of payment.

21.4. Limitation of responsibility for baggage

21.4.1. The Airline shall not bear responsibility for the damage of fragile and unstable objects, money, jewellery, products made of precious metals, securities and commercial papers, medicaments, keys, passports, licenses and objects which are not acceptable as checked baggage according to point 15.4.5, regardless of the fact whether the Airline knows about the presence of such objects in the baggage or does not know.

21.4.2. The Airline shall not bear responsibility for damage of any baggage, at check-in of which a limited release tag was arranged.

21.4.3. The Airline shall not bear responsibility for damage of the checked-in baggage, which does not affect its functionality, and for damages, which appeared as a result of operation with the checked-in baggage items, including small cuts, scratches, attritions, dents, punctures, marks, spots.

21.5. Conditions which exclude responsibility of the Airline

21.5.1. Responsibility of the Airline may not exceed the sum of the damage actually caused.

21.5.2. The Airline shall not be responsible and shall not indemnify the Passenger for the damages, caused directly or indirectly because of its observance of laws, regulations, rules and instructions of state authorities or of these Rules, or due to Passenger's failure to observe them.

21.5.3. The Airline shall not be responsible and shall not indemnify the Passenger for any damage not caused through Airline's fault or for the reasons it could not control.

21.6. Partial reimbursement of transportation cost (compensation) for delay in transportation of the Passenger

21.6.1. The Airline shall be exempt from responsibility for delay in transportation of the Passenger, if the delay has not exceed reasonable periods, or was caused by force-majeure circumstances.

21.6.2. Partial reimbursement of transportation cost (compensation) for delay shall not, in any case, exceed the price of the ticket or of its unused part in the respective class of service for the flight between the point where delay took place, and point of destination.

21.6.3. To the Passenger who were not accepted to transportation because of overbooking or change of the type of AC, the Airline may pay a part

of transportation cost (compensation) in the national currency of Ukraine, or in foreign currency, amount of which shall depend on the type of flight:

- For domestic flights - \$25;
- For international flights within CIS - \$50;
- For other international flights - \$100.

The Airline shall bear no other financial obligations.

The Airline shall not be responsible for indirect, collateral, or consequential losses, or for lost income (profit).

21.7. Joint responsibility

21.7.1. Any exceptions and limitations of responsibility, listed in these Rules, shall cover Agents, officers and Representatives of the Airline, as well as the Carrier which provided AC, its officers and representatives.

21.7.2. Total sum compensated by the Airline, its officers, Agents and Representatives may not exceed the sum limiting the liability of the Airline.

22. Complaints and claims

22.1. Procedure of registering complaints and claims

22.1.1. The Airline, its Representative or Handling Agent in case of violation of the terms of the transportation agreement are obliged to explain to the Passengers the procedure for their actions, and to assist the Passengers to execute necessary documents in relation to this.

22.1.2. Complaint can be raised directly to the Airline or its Agent in the point of departure, destination, transfer, transit, or stopover at discretion of the applicant of the complaint.

22.1.3. Each complaint against the Airline must contain description of the reasons of registering it and of the damage caused, list of lost or damaged baggage contents, nature and amount of the damage suffered. The amount of loss must be proved by the interested party.

22.1.4. Applicant must attach to the complaint all necessary documents, proving the right to demand compensation of damages – the ticket, excess baggage ticket (or copies thereof), coupon of the baggage tag, cheques, receipts of expenses incurred, Property Irregularity Report, estimation of the amount of loss and other relevant documents.

22.1.5. Declaration of claim against the Airline concerning indemnification of losses in case of injury of the Passenger is the right of the injured, and in case of death of the injured – the person, who is entitled, in compliance with the general norms of civil legislation, for indemnification of loss.

22.1.6. Property Irregularity Report shall not constitute acknowledgement of caused damages.

Absence of the Property Irregularity Report shall not deprive the passenger of the right to declare complaint or claim.

22.1.7. Acceptance by the Passenger of the baggage without complaints at the time of its receipt or delivery constitutes assumption that the baggage was delivered by the Airline in a proper condition and in compliance with the terms of the transportation agreement, unless proved otherwise.

22.2. Examination of claims

22.2.1. Claims of the Passengers shall be examined by the Airline pursuant to the established procedure.

22.2.2. The Airline is obliged to examine the complaint and to inform the applicant about accepting or denying it within 3 months, provided that transportation relevant to the complaint was fully fulfilled by the flights of the Airline.

22.2.3. Period for examining of the claims of the Passengers concerning transportation, in which other Carriers participated, can be prolonged up to 6 months, taking into account rules of these Carriers concerning adjustment of claims.

22.3. Claims and limitation periods

22.3.1. Before declaration of claim against the Airline, arising from non-fulfilment of the conditions of the air transportation of the Passenger and/or baggage, it is necessary to present a written complaint of the Passenger or of the person acting on his/her behalf. Exceptions are cases of death or considerable damage to health of the Passenger when such written complaint must be presented by the persons, who are entitled, in compliance with the norms of civil legislation, for indemnification of losses.

22.3.2. Claim related to death or injury of the Passenger may be presented within 2 years.

22.3.3. In case of delay in transportation of the Passenger, or for any other reasons, the Passenger or the person authorized by him/her may present complaint not later than in 21 days after the date, when the Passenger arrived to the point of destination, or the date the Passenger was supposed to arrive to the point of destination.

22.3.4. In case of causing damage to the baggage, the Passenger has a right to present a written claim on indemnification of losses within the following periods:

- In case of destruction, damage or lack of contents of baggage – immediately after discovery of damage, but not later than in 7 days since the day of receipt of baggage;

- In case of delay in transportation of baggage - within 21 days since the date, when the baggage was delivered to the Passenger;

- In case of loss of baggage - within 2 years since the day of arrival of AC to the point of destination, or since the day it was supposed to arrive to the point of destination, or the day of interruption of transportation.

22.3.5. Claims concerning responsibility of the Airline for improper transportation of passenger or baggage shall be presented (at claimant's discretion) to the court in the place of registration of the Airline, or in the location of its head office, or in the location of the office of the Carrier, through which the transportation agreement was concluded, within two years since the date of arrival of AC to the point of destination, or since the date, when the AC was supposed to arrive to the point of destination, or since the date of interruption of transportation.

22.3.6. In case of absence of a written complaint presented within the period mentioned in points 22.3.2. and 22.3.4., a claim against the Airline may not be registered.

23. Information to passenger

23.1. Provisions of this section cover the Airline and its sale Agents in the territory of Ukraine.

23.2. In the sale office the Airline (an Agent thereof) must allocate, on visible and accessible for consumers place, the following information:

- Its full name, legal address;
- Copies of authorization documents (licenses, certificates, attestations) concerning fulfillment of transportation (sale of transportation);
- Telephone number of the consumer's rights protection local agency.

23.3. the Airline (an Agent thereof) during the sale of tickets must provide to the Passenger the following information:

- The Rules of passengers and baggage air carriage, approved by the order of the Ministry of Transport of Ukraine as of July 25, 2003, No. 568;
- These Rules in a paper copy, in a form of the Airline Passenger Memo (in case of online ticket sale through Internet system, - in a form of electronic copy on the site, on which reservation of tickets is made);
- Price of transportation on the relevant route – orally in the point of sale of tickets at the time of reservation (in case of online sale of tickets through the Internet system – in electronic form through the site, on which reservation of tickets is made, or by means of indication of necessary information in the route printout);
- Price, conditions and limitations at transportation under special fare – in oral form at the time of reservation (in case of electronic tickets – through the site, on which reservation of tickets is made);
- Administrative formalities during the trip on the relevant route – in oral form at the time of reservation;
- limits of responsibility of the Airline during transportation of the Passenger and baggage – in the ticket or in route printout;
- Amount of indemnification for delayed transportation – in oral form in the representative office of the Airline (Handling agent) in the airport, in case of delay of transportation;
- Things and goods forbidden for transportation - in the ticket or in the route printout;
- List and standards of provided services in business/premium and economy class – on request of the Passenger.

24. Normative documents

These Rules are developed in compliance with:

- The Constitution of Ukraine;
- The Civil Code of Ukraine ;
- The Law of Ukraine "On Protection of Consumers' Rights";
- The Law of Ukraine "On Addresses of Individuals";
- The Air Law of Ukraine;
- The Convention for unification of some rules concerning international air transportation (Warsaw, 1929);
- Protocol on amendment of the Convention for unification of some rules concerning international air transportation, signed in Warsaw on October 12, 1929 (Hague, 1955);
- The Rules for air carriage of passengers and baggage, approved by the order of the Ministry of Transport of Ukraine as of July 25, 2003, No. 568;
- IATA Recommendations;
- Other legislative and normative acts of Ukraine.

Appendix 1 for point 15.13.2 of Passenger and Baggage Carriage Rules "Special requirements for goods and substances carriage"

Applicability		Special requirements
Country/group of countries	Categories of passengers	
Airports, located on the territory of the European Union countries, Egypt, Thailand, China, Azerbaijan, the USA and Canada	The UA, Egypt, Thailand, China, Azerbaijan – departure and transfer passengers The USA, Canada - departure, transfer and arrival passengers	It is allowed to carry liquids with a capacity of 1 Litre in unchecked baggage. The maksimum capacity of each individual package – 100 ml. All liquids carried out in unchecked baggage must be packed into re-sealable transparent plastic bag with a size not more than 20x20 sm, which has disposable zip-top. Considered as liquids are: - water and other drinks, soups and syrups; - perfumery (perfumes, cologne); - creams, lotions and oils; - sprays; - gels including hair gels and shower gels; - pastes, including tooth paste;

		<ul style="list-style-type: none"> - mascara; - the contents of leakless containers, including shaving foam, other foam types and sprays; - semiliquids; - Any other liquids of the similar consistence. <p>The exceptions are baby food and medicines required during the flight.</p>
Airports, located on the territory of Italy, Greece, Cyprus	Departure passengers	Vessels with olive oil are accepted for carriage in the checked baggage only in the woody package.