

CONTRACT OF CARRIAGE

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CHAPTER 1: INTRODUCTION

National Airlines is pleased you chose to fly with us. Your safety and comfort are our highest priority. We also want to be sure you know the terms and conditions that apply when National transports you and your baggage. These Conditions of Carriage set forth those terms for all domestic and international flights. Foreign air travel may also be governed by National's tariffs on file with the Department of Transportation or other applicable government authorities, as well as international Conventions as further explained in section Chapter 12. Your purchase of a ticket and travel on our aircraft constitutes acceptance of the terms contained in this Contract of Carriage or applicable tariff. To the extent there is a conflict between the Contract of Carriage and your itinerary or ticket, the Contract of Carriage governs.

National Airlines' Contract of Carriage is subject to change at any time and without notice, except as required by law. The Contract of Carriage in effect at the time a ticket is purchased applies to all aspects of the trip, except that National Airlines reserves the right to apply the Contract of Carriage currently in effect on the date of your travel where reasonably necessary where the change in rule does not have a material negative impact on you. The Contract of Carriage as posted at www.nationalairlines.com will be the most recent version.

No employee or agent of National Airlines has the authority to waive, modify or alter any provision of this Contract of Carriage or any applicable fares or fees unless authorized in writing by a corporate officer of National Airlines. National Airlines' appointed agents and representatives are only authorized to sell tickets for air transportation on National Airlines pursuant to the Contract of Carriage at fares and fees set by National Airlines.

Passengers who are transported aboard a National Airlines flight pursuant to a public charter operated under Part 380 of the Department of Transportation's rules (14 CFR Part 380) shall be subject to the provisions of such rules (in addition to any other applicable laws or regulations) and to the Operator-Participant Agreement with the public charter operator for that charter flight. Provisions in the Operator-Participant Agreement governing the rights of the passenger and claims filed by passengers shall control in the event that there is any inconsistency between them and the provisions of this Contract.

CHAPTER 2: DEFINITIONS

Carry-On Baggage

Any property of a Passenger permitted for transportation in the cabin of the aircraft with the Passenger and which is not checked into the custody of National Airlines.

Checked Baggage

Any property of a Passenger which is accepted for transportation and delivered into the custody of National Airlines.

Department of Transportation

The United States Department of Transportation, which may also be referred to as "the DOT."

Direct threat

A significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices, or procedures, or by the provision of auxiliary aids or services.

Domestic Trip

"Domestic" trip or travel or flight or carriage means the entire air transportation - the place of departure, the place of destination, and any stopovers - is between points within the United States.

Force Majeure Event

Any condition beyond the control of National Airlines. By way of example:

- Meteorological conditions, acts of God, riots, civil commotion, acts of terrorism, embargoes, wars, hostilities, disturbances, or unsettled international conditions that are actual, threatened or reported;
- Any strike, work stoppage, slowdown, lockout, or any other labor related dispute involving or affecting National Airlines;
- Any government regulation, demand or requirement; or
- Any fact not reasonably foreseen, anticipated, or predicted by National Airlines.

Hazardous Materials

Materials deemed by the DOT as dangerous for flight. See the Materials Transportation Bureau of the Department of Transportation in Title 49 of the Code of Federal Regulations, Parts 171 through 180 (49 CFR 171-180).

Individual with a Disability

Any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment.

Infant

A person who has not reached his/her second birthday as of the date of commencement of travel.

International Trip

"International" trip or travel or flight or carriage means any carriage between U.S. and foreign points. However, when the Montreal or Warsaw Convention is applicable, the definitions of "International" stated therein prevail.

Montreal Convention

The Convention for the Unification of Certain Rules for International Carriage of Air, signed at Montreal, Canada on May 28, 1999.

National Airlines

The air carrier providing carriage to persons and/or baggage under this Contract of Carriage. National Airlines may also be referred in this Contract as "National" or "the Carrier."

Origin Airport

The initial starting point of the journey. Also referred to as Origin City.

Passenger

Any person, except members of the crew, carried or holding a confirmed reservation for carriage on a National aircraft for a designated flight.

Special Drawing Rights

A unit of currency established by the International Monetary Fund based on a number of major world currencies. Its value fluctuates. It may also be referred to as "SDR" in this Contract.

Ticket

The customer ticket and baggage check or, in the case of electronic tickets, the confirmation letter, associated notices, and boarding pass into which this Contract of Carriage is incorporated by reference

Warsaw Convention

The Warsaw Convention is fully titled The Convention for the Unification of Certain Rules Relating to International Carriage by Air. It was signed at Warsaw on October 1, 1929, and was amended at The Hague on September 28, 1955.

CHAPTER 3: RESERVATIONS/TICKETS

Section 3-01 Confirmed Reservations/Tickets

All reservations on National Airlines are confirmed and ticketed electronically, and are for a specific flight, date, and named passenger.

A reservation will not be considered a Confirmed Reservation until National has received payment in full.

A reservation will not be considered a Confirmed Reservation if purchase is completed less than sixty minutes prior to the scheduled departure.

CONSEQUENTIAL DAMAGES: PURCHASE OF A TICKET DOES NOT GUARANTEE TRANSPORTATION. NATIONAL AIRLINES SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PERFORMANCE OF, DELAY IN PERFORMANCE OF, OR FAILURE TO PERFORM TRANSPORTATION OF CUSTOMERS AND OTHERS SERVICES INCIDENTAL THERETO (EXCEPT BAGGAGE LIABILITY AS OUTLINED IN CHAPTER 8 SECTION 8-09 AND CHAPTER 12) WHETHER OR NOT NATIONAL AIRLINES HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

Section 3-02 "Holding" Reservations

National Airlines utilizes an "instant purchase" system for its reservations and ticketing. This means that a customer must pay for the ticket at the time he/she makes the reservation. National does not "hold" reservations while a customer considers whether to pay and lock in the ticket. However, as required by DOT rules, National will allow a reservation to be cancelled without penalty within twenty-four hours of booking provided the cancellation occurs at least seven days prior to scheduled departure.

Except as otherwise noted in specific fare rules, transportation is subject to the rules in effect on the date of purchase.

Section 3-03 Prohibited Practices in Reserving/Ticketing

National Airlines prohibits the following practices:

- "Back-to-Back Ticketing" – the combination of two or more round-trip excursion fares for the purpose of circumventing minimum stay requirements.
- "Throw Away Ticketing" – the use of round-trip excursion fares for one-way travel.
- The failure to comply with applicable stay-over requirements, the failure to meet the purpose or status requirement associated with the Ticket's fare category, or the purchase or use of a Ticket that National determines circumvents the applicable fare rules.
- Multiple reservations departing from the same city on the same date, or any other reservations that National believes, in its discretion, were made without intent to travel.

National reserves the right to treat as invalid, and thus to cancel without refund, any ticket obtained through the use of a Prohibited Practice or in circumvention of any law or provision of this Contract.

Section 3-04 Transferability of Tickets

Tickets, and any travel voucher issued for unused Tickets, are nontransferable unless specified explicitly on the Ticket. National is not liable to the owner of a nontransferable ticket for honoring such ticket when presented by another person.

If a Ticket is used by an authorized person other than the person to whom it was issued, National shall not be liable for the loss, destruction, damage, or delay of such unauthorized person's Baggage or other personal property or the death or injury of such unauthorized person arising from or in connection with such unauthorized use.

Section 3-05 Cancellation by National of Confirmed Reservations

National Airlines, in its sole discretion, may cancel a Confirmed Reservation in the following circumstances:

- When necessary to comply with government regulations, a request for emergency transportation in connection with the national defense, when necessary or advisable because of weather or other Force Majeure Event.
- When the reservation was acquired in violation of an applicable law or National's rules and regulations, including the Prohibited Practices set forth in Section 3-03 above.
- On domestic flights, when a Passenger fails to check in at least forty-five minutes before scheduled departure or fails to be at the boarding gate ready to board at least 20 minutes prior to scheduled departure, or earlier for either deadline if specified on the itinerary.
- On international flights, when a Passenger fails to check in at least sixty minutes before scheduled departure or fails to be at the gate ready to board at least thirty minutes before scheduled departure, or earlier for either deadline if specified on the itinerary.
- When a Passenger holds a round-trip ticket and fails to take the outbound leg without rescheduling the outbound leg.

When National refuses to transport a Passenger for any of the reasons listed in Section 10-02.

CHAPTER 4: FARES, INCLUDING CHANGES AND CANCELLATIONS

Section 4-01 Lowest Fares

National Airlines will offer customers the lowest fare for which they are eligible for the date, the flight and the class of service requested at the time of booking through our website or reservations center. Not all fares are available for all flights. Fares are subject to change without notice and are not guaranteed until a ticket is purchased. For certain discounted fares, seating may be limited and restrictions may apply.

Section 4-02 Fares Are Inclusive

National Airlines' fares include government taxes and fees; airport-imposed per-customer charges or fees, including airport-specific passenger facility charges; federal excise taxes on each flight segment (takeoffs and landings); U.S. security fees including the September 11th Security Fee; U.S. departure, agricultural, immigration, customs, and security charges on international flights; foreign airport arrival and departure charges; and other international charges and fees at international destinations. These are disclosed more fully in National's advertising and on its website.

Section 4-03 Refundable Fares

Cancellations: Reservations for refundable fares may be cancelled up to 24 hours before scheduled departure, in which case the Passenger will receive a full refund minus any applicable ticketing fee, or at the Passenger's request a travel voucher in the same amount. The travel voucher will expire one year after the date the original ticket was purchased, with all fees, taxes and charges forfeited.

Changes: A refundable fare ticket may be changed at any time up to twenty-four hours prior to the scheduled departure. The new scheduled flight must be within one year of the scheduled departure from the origination city on the original ticket. Increases in the fare resulting from a change are due at the time the change is made. If the change results in a decrease in fare, the Passenger may request a travel voucher or a refund for the difference equal to the difference in the fares minus any applicable ticketing fees. The vouchers and any reissued tickets will expire one year from the date of the scheduled departure from the origination city on the original ticket.

Refunds: Passenger requests for refunds should be submitted to reservations@nationalairlines.com. Refund notifications will be sent to the applicable credit card company within seven days of receipt of proper documentation.

Section 4-04 Nonrefundable Fares

Cancellations: Tickets may be cancelled and subject to refund within twenty-four hours of making the reservation so long as the cancellation is more than seven days prior to the scheduled departure from the origination city. There will be no refunds for cancellations at any other time, including for no shows (which includes arriving after the deadline to be at the boarding gate with required documentation, and for international flights also checking in for the flight after the deadline, as established on the itinerary).

Changes: Nonrefundable tickets may be changed without a change fee within twenty-four hours of the original purchase. The fee for changing a nonrefundable ticket is \$125 plus any additional fare resulting from the changes along with associated fees and taxes. The new scheduled flight must be within one year of the scheduled departure from the origination city on the original ticket.

Section 4-05 Combined Fares

Where one leg of a fare is ticketed as refundable and another leg as nonrefundable, the applicable cancellation and policies for refundable fares will apply only to the refundable portion and the applicable cancellation and change policies for nonrefundable fares will apply to the nonrefundable fares.

Section 4-06 Extensions of Time Limits

Periods for tickets as set forth in 4-03 and 4-04 above may be extended if:

- The Passenger is prevented from using a rebooked ticket during the time period allowed for a new scheduled flight in 4-03 and 4-04 due to National's flight cancellation or because National substituted aircraft such that fewer seats were available and the Passenger was denied boarding as a result. In such case, National will extend the time period until the next flight on National for the applicable route on which space is available in the class of service for with the fare has been paid.
- The Passenger is unable to commence or continue travel during the validity period due to the Passenger's serious illness, or the death or serious illness of an immediate family member or the Passenger's traveling companion on the trip. In such case, National will allow the Passenger to change the reservation without assessing a change fee for an appropriate period of time as determined by National. National may require documentary proof to verify the need for the change.

CHAPTER 5: INFANTS AND CHILDREN

Section 5-01 General and International Travel Requirements

National welcomes children of all ages (over seven days old) on our flights. National may require proof of age by a birth certificate or passport (or other official document) for Passengers under 18 years old. For children travelling internationally, parents or guardians must verify international documentation requirements for the relevant countries. **Canada** does not allow children to travel on their parent's passport.

Travelers from Canada under 18 years old traveling internationally without both parents or legal guardian traveling with them will require completion and notarization of a Parental Consent Form by parents/guardian not flying with the child. <http://travel.gc.ca/travelling/children/consent-letter> Baggage limits are not increased because a Passenger has a lap Infant.

Section 5-02 Our Youngest Guests, 7 Days to 2 Years (Infants)

National welcomes Infants as young as seven days old but requires a medical release and a birth certificate at the time of boarding for little travelers under the age of 14 days.

Children under two years old are not required to have their own seat for travel within the U.S., including Puerto Rico, or to/from the U.S. and Canada. Customers must inform National at the time of booking that they are traveling with an infant on their lap, and must have a birth certificate available at the time of boarding. Other documents may also be required before boarding. Lap children can only be held by a Passenger at least 18 years of age or by its parent regardless of age. Only one lap child is allowed per adult. If a Passenger is traveling with more than one child under two years of age, a seat must be purchased for each additional Infant. Passengers may choose to purchase a seat for even a single Infant. If a separate reservation has been made for an Infant and the Infant has his/her own seat, the child must be securely placed in an FAA-approved child restraint system. For details on FAA-approved child restraint systems, please visit www.faa.gov/passengers/fly_children.

No fare will be charged for Infants held in an adult's lap. However, National may collect APHIS (Department of Agriculture) and USCIS (Citizenship and Immigration) taxes at the airport for the lap infant.

Section 5-03 Children Two Through Five Years Old

Children age two or older must have their own reserved seat. Children between two years old and five years old (just short of their sixth birthday) must be accompanied on the flight in the same class of service by a Passenger at least eighteen years old or by its parent regardless of age. A birth certificate or other document proving the child's age at the time of boarding is required. Other documents may also be required. Child restraint systems are recommended for the two through five year old, but are not required. If used, the model must be one approved by the FAA.

Section 5-04 Children Six Through Eleven Years Old As Unaccompanied Minors

Children six to eleven years old (one day short of their twelfth birthday) may travel on non-stop flights without being accompanied on the flight by another Passenger, however they must be enrolled in National's Unaccompanied Minor program. Unaccompanied Minors must be identified as such at the time of booking and a nonrefundable fee of \$125 must be paid at that time. Documentation evidencing parental authorization for the child to travel to any destination, but particularly across national boundaries, may be required in order to complete a reservation.

Unaccompanied Minors must be brought to the airport ticket counter by the parent or guardian. The parent or guardian must complete an Unaccompanied Minor Form (UM-01), which will require providing their own contact information, and also the name, address, telephone number, and email address of the person who will meet the child at the arrival city. Duplicates of

these documents must be carried on the flight with the Unaccompanied Minor. The parent or guardian will be given a gate pass, except in rare circumstances where an airport disallows, and must accompany the Unaccompanied Minor to the gate and remain there until a National agent has confirmed that the aircraft is airborne.

The person authorized to meet the Unaccompanied Minor at his/her destination will be required to present to the agent at the check-in counter government-issued photo identification which matches the name provided on the UM-01 form by the parent or guardian who delivered the child to the airport. Except at airports where gate passes are disallowed, the person must meet the child at the arrival gate. Whether meeting the child at the gate or check-in counter, he/she must sign the applicable release on the UM-01 form.

National Airlines reserves the right to limit the number of Unaccompanied Minors on any flight in the interest of safety. National Airlines will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult customer.

Section 5-05 Young Travelers Twelve Through Seventeen Years Old

On domestic flights, National permits travelers between twelve and seventeen (one day short of attaining adult status at 18) to travel without an adult companion, eliminating the requirements relating to Unaccompanied Minors. However, parents should consider the maturity of their child and consider utilizing the Unaccompanied Minor program even for their older children.

CHAPTER 6: SPECIAL NEEDS PASSENGERS AND SERVICE/SUPPORT ANIMALS

Section 6-01 Passengers With Disabilities

National Airlines is committed to providing our Passengers with disabilities courteous, respectful, professional service from the moment they contact us to book a ticket to the moment they leave the airport after arriving at their destination. National Airlines will not discriminate against any passenger with a disability.

National follows the U.S. Department of Transportation regulations outlined in "Nondiscrimination on the Basis of Disability in Air Travel" (14 CFR Part 382). The following is a partial list of services National provides that are in-line with these DOT regulations:

- Offer of pre-boarding before other guests.
- Assistance in boarding and deplaning.
- Assistance in loading and retrieving carry-on items.
- The storage for one Passenger's collapsible, manual wheelchair in the cabin of each aircraft, on a first-come, first-served basis.
- Transportation of wheelchairs, including folding, collapsible or non-folding un-powered wheelchairs, electric powered wheelchairs, and electric powered carts. Passengers must provide notice at time of booking for electric chairs or powered carts, and should arrive at least two hours before a domestic flight; three hours for an international flight. Wheelchairs or carts carried in the baggage compartment returned to their owners as close to the airplane door after deplaning as possible. These may be checked at the ticket counter or the departure gate, and are free of charge (they are not counted toward your luggage limits). Please be aware that the FAA places certain restrictions on carriage and stowage of batteries. Learn more at:
https://www.faa.gov/about/office_org/headquarters_offices/ash/ash_programs/hazmat/passenger_info/media/faq_ai_rline_passengers_and_batteries.pdf
- Carriage in-cabin of certain brands/models of medically necessary Portable Oxygen Concentrators (POCs). Passengers intending to travel with a POC must inform National at the time of booking, but in no instance less than 48 hours prior

to flight. For information on permitted POCs, see https://www.faa.gov/about/initiatives/cabin_safety/portable_oxygen/ or call National's reservation center at 1-855-757-6999.

- In-cabin stowage for other mobility aids such as crutches, braces, canes, and walkers, provided approved stowage is available and complies with federal guidelines.
- An onboard aisle chair for Passengers who need assistance to/from the lavatory.
- A limited number of pre-reserved seats on each aircraft blocked to accommodate Passengers who identify themselves as having a qualified disability. Some adjacent seats blocked until 24 hours before the flight for customers with disabilities who must travel with a companion. (Under most conditions, the companion will have to reserve the seat and will be charged the fare applicable on the date of booking for the class of service booked. Under certain circumstances, the companion may travel on a zero fare.)
- Information concerning facilities and services available for Passengers with disabilities.
- Available upon request, a copy of 14 CFR Part 382 at check-in counters in each airport National utilizes.

National apologizes that we currently cannot accept special meal requests. Passengers with special dietary needs may want to bring a packed meal with them.

National Airlines may require a Passenger with a disability to travel with an assistant under special safety conditions such as the following:

- A Passenger, because of a mental disability, is unable to understand or respond appropriately to safety instructions from National Airlines' personnel;
- A Passenger with a severe mobility impairment who is unable to physically assist in his/her own evacuation of the aircraft should an emergency occur;
- A Passenger with both severe hearing and severe vision impairments such that he/she cannot establish some means to adequately communicate with National's personnel to enable the Passenger to assist in his/her own evacuation should an emergency occur.

Section 6-02 Trained Service Animals and Emotional Support Psychiatric Assist Animals

Provided that safety and animal health requirements are met, National Airlines will accept service animals accompanying qualified individuals with a disability at no extra charge. Emotional support and psychiatric assist animals are also accepted in cabin for qualified individuals with a disability if certain documentation requirements are met. The animal should remain on the floor in front of the Passenger's assigned seat or in an approved in-cabin kennel for smaller animals. Exit row seating is prohibited.

Passengers traveling with an emotional support or psychiatric assist animal must provide a minimum 48-hour advance notification to National Airlines, by calling 1-855-757-6999 and submitting a [Support Animal Authorization Form](#). National must receive and validate the required documentation prior to the time of travel. Verification of documentation will include National contacting the identified mental health care professional. If National is unable to validate the documentation or if the advance notification is not given, customers will be required to transport the animal as a pet, and pet fees will apply.

Additional documentation may be required for an animal traveling to an international destination. Passengers should contact the appropriate consulate or embassy to make sure that all necessary procedures are followed. For our guests coming into the United States, proof of current rabies immunization is required before air travel begins. Once a Passenger has approval from the required authorities, he/she must provide National notice at least 48-hours prior to scheduled departure that the animal is cleared and will be on the flight.

Section 6-03 Complaint Resolution Officer

National Airlines has a Complaint Resolution Officer at each airport we serve, available either in person or by telephone, to respond to issues surrounding National's service to our Passengers with disabilities. Complaints also may be filed with National Airlines at 1-855-757-6999.

CHAPTER 7: GROUP RESERVATIONS

Reservations for a group can be made through one of National's authorized travel agents or by calling National's reservations center. Groups for purposes of this Contract consists of ten or more passengers traveling together on the same itinerary. Refundable fares are not available for group reservations. If a group reservation is cancelled within twenty-four hours of booking and such reservation is made one week or more prior to the flight's departure, payment will be refunded in full without assessment of any otherwise applicable cancellation fee. Group reservations are subject to all applicable policies and procedures established by National.

CHAPTER 8: CHECKED BAGGAGE

Section 8-01 Checked Baggage General

- Passengers may check Baggage up to two hours prior to their scheduled departure, but must then remain in the airport.
- Passengers should check all Baggage for carriage at the airport check-in counter no later than sixty minutes before scheduled departure for international flights and forty-five minutes for domestic flights. National reserves the right to refuse to transport items presented to be checked as baggage after the sixty or forty-five minute cut-off.
- National will only accept Baggage for transportation on a flight on which the Passenger is transported.
- Each piece of Baggage tendered for carriage must have a current identification tag or label on the outside with the Passenger's name, address, and telephone number.
- National may refuse to accept property as Baggage that might cause damage to other baggage or to persons (e.g., sharp objects). National will not accept as Baggage any item it determines cannot be safely carried in the Baggage compartment of the aircraft.
- National will not transport hazardous materials. See Section 8-06 for more details.
- Lithium batteries will not be allowed as checked Baggage. For more information see https://www.faa.gov/about/initiatives/hazmat_safety/more_info/?hazmat=7
- If National fails to have a checked bag at the destination location after arrival, National will make every effort to get the bag to the Passenger within 24 hours of the customer's arrival at the destination airport.
- National does not accept hover boards or self-balancing transportation devices on board its aircraft as checked baggage.
- In its discretion, National will not transport onboard its aircraft as checked baggage any baggage deemed unsafe.

Section 8-02 Checked Baggage Weight, Size and Number Limitations

Weight/Size Limitations: Bags over 100 pounds/45.36kg or with a greater overall dimension than 80 inches/(203.2cm (height plus width plus length) will not be accepted for carriage.

Excess Weight and Size Fee: Bags weighing over 50 pounds/22.68kg or measuring more than 62 inches/157.48cm will cost \$75 for carriage.

Extra Bag Fees:

- **First Bag:** National will accept one checked bag free of charge, so long as the bag does not exceed 50 pounds or 62 inches in overall dimensions. A bag exceeding these limits (but not surpassing the Weight or Size Limitations) will cost \$75 for carriage.

- **Second Bag:** A second checked bag will cost \$20 if prepaid or \$30 if paid at airport check-in, plus an Excess Weight or Size Fee if applicable.
- **Third and More Bags:** A third, fourth, or more checked bag will cost \$50 each if prepaid or \$75 each if paid at airport check-in, plus Excess Weight or Size Fee if applicable.

Military: Notwithstanding the above, members of the U.S. or Canadian military with active duty status may check up to three pieces of baggage, with none weighing more than 100 pounds or exceeding 80 inches in overall dimensions, at no charge.

One car seat, stroller, or wheelchair per Passenger may be checked. It will not count for purposes of excess baggage fees; also, it may surpass the overall dimension limits.

Section 8-03 Sports Equipment

Passengers may check the following items of sports equipment packed in a hard-sided container:

- One golf bag
- Fishing equipment
- Water or Snow skis or snowboard
- Scuba equipment (cylinder/tank must be unpressurized)
- Skateboard
- Windsurfing/kitesurfing board
- Hockey equipment
- Archery equipment
- Bicycle – single seat, non-motorized, packed in hard-sided bicycle case; pedals and handlebars removed
- Other if pre-approved by National Airlines

Sports equipment containers will not be counted toward the baggage allotment. They also will not be limited to the overall dimensions allowed, however the packed container must not exceed 100 pounds. For each checked sports container, a fee of \$75 will be assessed.

Section 8-04 Firearms and Ammunition

In order to check a firearm, a Passenger must be over 18 years old and have advised National at time of booking the nature of the cargo to be checked. Firearms must be unloaded. The Passenger must read and sign a Firearms Unloaded Declaration Tag at the time of checking the Baggage. The firearm must be packed in either a lockable crush-proof container designed for the firearm or in a hard sided container with TSA approved locks or combination locks (with the Passenger retaining the combination numbers). If the firearm case cannot be locked, National will refuse carriage. Passengers must remain present during screening in order to unlock and relock the firearm container.

Passengers may check up to ten pounds of ammunition. Ammunition must be in separate baggage from the firearm. The ammunition must be packaged in the manufacturer's original container.

Laws regarding the carrying of firearms vary. Each Passenger transporting a firearm to, from or in the airport and checking it for carriage is responsible for knowing and adhering to all relevant legal requirements. Firearms are not permitted on flights to/from Puerto Rico without prior approval and written authorization from the Superintendent of Police in Puerto Rico.

Firearms and International Flights: The Passenger checking firearms/ammunition is responsible for knowing the laws of the origination and destination countries, and completing whatever steps are necessary to allow the transport of

firearms/ammunition over borders. To assist, the following link provides basic information regarding firearm requirements in Canada: <http://www.canadawelcomesyou.net/firearms>.

One piece of shooting equipment, properly packaged as described above, with or without a small ammunitions package, will be allowed without counting as a checked bag. The overall dimensions of the firearms/ammunition may exceed the limits for ordinary baggage, however, the weight limits still apply.

Section 8-05 Fragile and Perishable Items

National reserves the right to refuse to carry any fragile or perishable items. If National agrees to carry fragile or perishable items, National may require the Passenger to sign a release with respect to such items. **Except as otherwise required by applicable law, National shall not be held responsible for loss, damage, spoilage, or delay of fragile or perishable items whether or not a waiver is signed.**

Examples of fragile items: bicycles, photographic equipment, ceramics, china, crystal, figurines, flowers, glass items, maps, mirrors, musical instruments, unsuitably protected sporting goods, electronics, papers, paintings, liquids, bottles (empty or full), plants, strollers, vases, jewelry, watches, medicines, tools, any unprotected item individually checked or tied to the outside of baggage.

Examples of perishable items: fruits, vegetables, meats, fish, poultry, baked goods, plants, flowers. These items may be subject to agricultural rules of the origin and/or destination locations. Perishable items must not violate any applicable agriculture-transport rules.

Section 8-06 Hazardous or Dangerous Goods

Hazardous materials or goods may not be checked in baggage or carried on the aircraft. Examples of hazardous goods: compressed gases, corrosives such as acids and wet batteries, paint, explosives such as fireworks, flammables such as matches and lighter fluids, magnetic and radioactive materials, and all other items restricted by government, specifically DOT, regulations. More information can be found at:

https://www.faa.gov/about/office_org/headquarters_offices/ash/ash_programs/hazmat/passenger_info/

In addition to hazardous materials, many items are considered dangerous and are not permitted beyond the airport security screening checkpoint. Examples: weapons, cutting instruments of any kind, ice picks, straight razors, metal scissors with pointed tips, metal nail files, corkscrews, baseball bats, golf clubs, pool cues, ski poles, hockey sticks.

Section 8-07 Carry-On Baggage

Passengers are generally allowed to carry-on one bag and one personal item such as a purse, diaper bag or small computer bag that fits completely under the seat directly in front of the Passenger. The carry-on baggage must be able to fit in the overhead bin. The size limit for carry-on items is twenty-two inches by fourteen inches by nine inches (22" x 14" x 9"; 55.88cm x 35.56cm x 22.86cm).

On fuller flights, in-cabin space may fill beyond capacity, limiting some of our last-to-board Passengers to carry on only their personal item. In that case, the larger carry-on bag will be tagged and transported in the cargo bin at no additional cost. After landing, tagged bags will be delivered to bag check areas along with regular checked baggage.

See Chapter 9 relating to carrying small pets in the cabin. See Chapter 6 relating to special mobility or medical items permitted in the cabin.

National does not accept hover boards or self-balancing transportation devices on board its aircraft as carry-on baggage. In its discretion, National will not transport onboard its aircraft as carry-on baggage any baggage deemed unsafe.

Section 8-08 Musical Instruments, Child Restraint Systems, and Seat Baggage

Musical Instruments: Musical Instruments may be carried in the cabin, checked as baggage or strapped in a seat reserved for the fine instrument.

Carry On: A Passenger may carry a smaller musical instrument as one of the allowed carry-ons if it meets the standards for stowage in the overhead bin (and there is available space) or under the seat in front of the Passenger.

Checked Baggage: The instrument should be packed in a hard-shell case. The instrument will count toward the Passenger's baggage allotment. Excess weight and size limitations and fees will apply as appropriate. Instruments are checked as limited liability items.

The Instrument in a Passenger Seat: For larger instruments that cannot be stored overhead or beneath a seat, passengers may choose to purchase a seat for the instrument. National Airlines will allow a Passenger to purchase a seat for an instrument at the fare for the seat available in the class of service at the time of purchase. The instrument must be in a case and/or adequately covered to prevent injury to passengers, not exceed 85 pounds, and must be able to be secured properly in a window seat by an aircraft seatbelt.

Child Restraint Systems: A child restraint system will be accepted for carriage in the cabin only if it can be stowed in the overhead compartment or under the seat or when an additional seat is ticketed for the Infant or child and the restraint can be properly secured by the seat belt. The Infant/child may not be secured in the restraint system during ground movement, takeoff, landing or any other time when the Fasten Seat Belt sign is on unless the restraint system is government approved. See Chapter 5 Section 2 for more information.

Other Seat Baggage: At National's discretion, an item of baggage may occupy a seat provided the Passenger accompanies the item, the item can be properly secured in the seat, reservations were made and paid for the seat, and carriage in this manner will not pose a safety risk.

Section 8-09 Procedures for Baggage Claims and Limits of Liability

National Airlines assumes no liability for items lost, damaged or confiscated as a result of security screening, loss or damage incurred in customer waiting rooms or concourses, or loss or damage for property not checked in to National's custody.

Carry-On Baggage: For travel within the United States, carry-on baggage is the sole responsibility of the Passenger; National Airlines has no responsibility or liability for lost, forgotten, stolen or damaged items carried in the cabin. For liability for carry-on baggage on travel that includes international destinations, see Chapter 12 below.

Checked Baggage: If a passenger determines that his/her checked bag is not at Baggage Claim, then National will cover reasonable expenses, as outlined in National's [Customer Service Plan](#), so long as the passenger submitted written notice to National's agent at the airport within four hours of the flight arrival. National's [Customer Service Plan](#) is available at www.nationalairlines.com.

Total liability for provable damages for direct or consequential damages resulting from the loss, delay or damage to baggage in National Airlines' custody is limited as follows:

1. For travel wholly within the United States, up to \$3500 per Passenger.

2. For international travel (including domestic portions of international flights) to which the Montreal Convention applies, liability for loss, delays, or damage is limited to 1,131 Special Drawing Rights per Passenger for checked and carry-on baggage combined. See Chapter 12 for further detail regarding National's liability for international travel.

The above stated amounts are limits: All claims are subject to proof of value and loss, except that Passengers with Qualified Disabilities traveling with wheelchairs or other mobility devices are exempt from liability restrictions for delays, or loss or damage to these items.

National Airlines assumes no liability for valuable items such as money, business documents, photographic or electronic instruments, medications, antiques or jewelry. When National has exercised the ordinary standard of care, it shall not be liable for delay in delivery of any perishables or for damage to or caused by fragile items, items unsuitably packed whether inside baggage or as a special item. National assumes no liability for damage such as dents, scratches, scuffs, stains, cuts or damage to wheels or retractable handles that result from normal wear and tear.

Procedures:

- Damage to checked baggage must be reported to National Airlines at the arrival city or through its Customer Service line within four hours of arrival, but in no event before leaving the arrival airport, except in the case of delayed baggage delivery in which case the report must be submitted within twenty-four hours of delivery of the bag.
- As to loss of a checked bag, the initial report must be made before the Passenger leaves the arrival airport, and if the bag is not delivered within twenty-four hours of arrival then the subsequent report must be made within twenty-four hours after that twenty-four hour delivery window has passed.
- Damage to or missing contents must be reported within twelve hours of arrival.
- If compensation is sought for a damage or loss, a written claim must be received by National no later than thirty days after the initial report was received. In the case of damage to baggage, National shall have no liability unless the Passenger filed an initial report prior to leaving the arrival airport; or for delayed delivery, within twenty-four hours from the time the Passenger received the baggage. National may require the damaged baggage to be presented to National for repair within thirty days of National's receipt of the damage report seeking compensation.

Failure to report delayed or damaged baggage or missing contents within the time limits above releases National from liability. National may disallow any claim for loss or damage that contains misrepresentations, or when the Passenger fails to provide proof of loss in the form of receipts of purchase. National assumes no liability for any indirect, consequential, incidental, punitive or special damages resulting from loss, damage or delayed delivery of checked baggage.

Additional information regarding National's policies on lost, delayed or damaged baggage is available by calling our Customer Service line at [1-855-757-6999](tel:1-855-757-6999).

CHAPTER 9: PETS

National Airlines welcomes even your four legged-family members, offering several options to allow your dog or cat to go where you go.

In Cabin: National will accept small dogs and cats for transportation in the passenger cabin under the following conditions:

- No more than four pets already have been accepted on the flight; pets are accepted on a first-come, first-served basis.

- At least 48 hours before scheduled departure, the Passenger has notified National that he/she will be traveling with a pet, and has paid the one-way \$50 pet fee.
- The pet is contained in a carrier that fits underneath the seat in front of the Passenger.
- The pet is at least 10 weeks old and is harmless, inoffensive, odorless, and requires no attention during transit.
- The pet's Passenger companion may not be an Unaccompanied Minor.

Only one pet may be contained in a carrier. The pet may not be removed from the carrier during flight. The pet and carrier will count as the personal item allowed under Chapter 8 Carry-On Baggage. National Airlines reserves the right to deny boarding to a pet that is misbehaved in the gate area before boarding or otherwise doesn't meet the above listed standards.

Special restrictions regarding pets may apply for international travel, including a country refusing entry to the pet. The Passenger, not National Airlines, is responsible to know the rules and regulations at the destination. National will have no liability or responsibility should the destination country deny entry to Fido or Tigger.

For information regarding Service/Support Animals in the cabin, please see Chapter 6 Section 2.

In Baggage: National will accept dogs and cats over eight weeks old and properly kenneled as checked baggage, but carriage for these pets must be booked at least 48 hours prior to scheduled departure. At time of booking, a one-way, nonrefundable \$150 fee per kennel must be paid. [Soft- or hard-sided kennels must be leak-proof and ventilated on at least two sides. The weight of the kennel with its resident(s) inside must not exceed 100 pounds. One pet is permitted per kennel, except that two puppies or kittens (not mixed), each under six months old and each weighing less than twenty pounds, may share a kennel. The number of kennels in baggage generally is limited to three, but may vary on some flights.

Extreme seasonal weather in locations National operates may preclude carriage of animals in cargo.

National Airlines will not be responsible in the event of loss, delay, injury, sickness or death of any pet or animal accepted for transportation.

CHAPTER 10: CHECK IN AND BOARDING

Section 10-01 Minimum Check In Times and Presence at Boarding Gate

Unless stated otherwise on a Passenger's itinerary or ticket, the following Check-in times apply:

Domestic: (within the U.S.): National Airlines recommends Passengers with special needs or with irregular/special baggage, and all Unaccompanied Minors, check in at the check-in counter two hours prior to scheduled departure. All Passengers traveling within the U.S. must be checked in (electronically or in the airport) forty-five minutes before scheduled departure. National may release a Passenger's seat if he/she has not checked in by forty-five minutes before the scheduled departure of a domestic flight. Passengers must be present at the boarding gate and be ready to board no later than twenty minutes before the scheduled departure. Failure to check in at least an forty-five minutes before scheduled departure, and to be present and ready at the gate twenty minutes before scheduled departure, could result in denied boarding and forfeiture of the ticket and its value.

International: In busier airports, all Passengers should check in electronically or in person three hours prior to scheduled departure, however Passengers with irregular baggage and all Unaccompanied Minors must check in at the check-in counter (not electronically). All Passengers must be checked in at least sixty minutes prior to the scheduled departure. Pursuant to government security regulations, National is required to close the Passenger Manifest sixty minutes before scheduled departure and therefore Passengers on international flights will be denied boarding and hence will lose the value of their ticket if they have not checked in at least sixty minutes before scheduled departure.

All international Passengers must be at the gate, with all required travel documents, ready to board no later than thirty minutes before scheduled departure. Failure to be present and ready at this time will result in denied boarding and forfeiture of the ticket and its value.

Section 10-02 Refusal to Transport a Customer with a Confirmed Ticket

National Airlines may refuse to board, or may remove once boarded, the following:

- Persons who refuse to permit a search of person or property for explosives or dangerous weapons, articles or substances.
- Persons who refuse to produce identification upon request, including a valid passport book required for all international trips.
- A person who is pregnant and expecting delivery within seven days unless she has a doctor's certificate signed within three days of the flight stating that the doctor performed an examination within that same time frame and deemed her to be physically fit for the scheduled flight and its duration.
- Persons who have made a misrepresentation which becomes evident at the airport, and the misrepresentation renders the person ineligible for Carriage.
- Persons who interfere or attempt to interfere with any crewmember in carrying out their duties.
- Persons who cannot or won't comply with the non-smoking requirement established in 49 CFR 1544.219.
- Persons who wear or have on them or their property concealed or unconcealed dangerous weapons (except for those who meet the qualifications of 49 CFR 1544.219).
- Persons who refuse to allow National or its agents to search person or property for prohibited items.
- Persons who appear to be intoxicated or under the influence of illegal drugs.
- Persons declared by authorities to be a high risk prisoner.
- Persons who are barefoot (except children under five) or otherwise inappropriately clothed, except as necessary for medical reasons.
- Persons unable to occupy a seat with the armrest down and seatbelt (with extension if necessary) fastened.
- Persons who appear to have a serious health condition or a contagious disease that National determines, in its discretion, is a direct threat to the health and safety of others under DOT rules.
- Persons requiring an onboard stretcher, or drip IV or intramuscular feeding equipment.
- Persons who exhibit behaviors that may be hazardous to self or others, including conduct that is violent, disorderly, offensive, obscene, lewd, or abusive.
- Persons who do not meet other standards required for travel set forth in this Contract (e.g., minimum age, Unaccompanied Minor requirements).
- Any person who cannot be transported safely for any reason.

National Airlines' President or Director of Operations may permanently refuse to transport an individual who has repeatedly been denied boarding or removed from the aircraft due to violent, disorderly, offensive, or abusive conduct.

To the extent permitted by law, National shall not be liable to any Passenger or other person for refusing to board or transport that Passenger or any person on the aircraft. Nor shall National be liable to any of the Passengers or other person for exercising its discretion not to refuse to board or transport or remove any Passenger or other person on or from the aircraft.

Except for a passenger refused boarding or removed for serious health conditions or contagious diseases, a Passenger refused carriage under this Section 10-02 will not be entitled to a refund. UNDER NO CIRCUMSTANCE WILL NATIONAL BE LIABLE TO ANY PASSENGER DENIED BOARDING UNDER THIS SECTION FOR ANY TYPE OF INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE.

CHAPTER 11: DELAYED AND CANCELLED FLIGHTS

Section 11-01 Responsibility for Schedules and Operations

National Airlines will make all reasonable efforts to carry Passengers with confirmed reservations and their baggage pursuant to National's published schedule, issued tickets and updates as to departure schedules. However, times shown in websites, advertisements, timetables, or elsewhere are not guaranteed and are not part of this Contract of Carriage. National Airlines may substitute aircraft, change seat assignments and alter schedules without notice as it deems necessary. National Airlines is not responsible or liable for any special, incidental or consequential damages arising from the foregoing. In the event of a Force Majeure Event as defined in Chapter 2, National may cancel, terminate, divert, postpone or delay a flight or the right of carriage without liability to National. National may reschedule the customer on another National flight or may issue a travel voucher for any unused portion of the ticket.

In the event of a cancellation, or a diversion or flight delay of thirty minutes or more, National Airlines will make every effort to provide the most current, accurate information to customers in the airport or onboard the aircraft within thirty minutes of becoming aware of the information. Flight information will also be updated on National's websites at www.nationalairlines.com, and by calling National Airlines at 1-855-757-6999. National also will provide reasonable overnight accommodations, in some circumstances and subject to availability, for overnight delays. See National Airlines' [Customer Service Plan](#) for more information.

Section 11-02 Denied Boarding Due to Seat Availability

National does NOT sell more seats than there are on the aircraft. On rare occasions, though, National may have to substitute aircraft due to an unplanned mechanical issue and this could result in fewer seats than there are confirmed Passengers. In such case, National will take the actions below:

Voluntary: National will request volunteers to relinquish their seat in exchange for compensation (monetary or travel voucher) as determined by National. The request for and selection of volunteers will be solely National's responsibility. Because the selection of volunteers is based on various factors and because more customers may volunteer than are needed, some volunteers may not be selected. National will offer volunteers for flights within the U.S. or to/from the U.S. and Canada a transferable voucher for the full cost of the denied flight plus an added 50% that can be applied toward the purchase of future travel on National Airlines to any of its destinations.

Involuntary: If there are not enough volunteers, National may be required to deny boarding involuntarily. National will involuntarily deny boarding first to Passengers flying at no charge on the aircraft. If still necessary to involuntarily deny boarding, National shall do so according to check-in time, beginning with the last to check-in. However, National will make an effort to not involuntarily deny boarding to customers requiring special assistance or to Unaccompanied Minors and hence it is possible that check-in time may not be the sole factor considered in selecting involuntary denials.

Remedies for those denied boarding involuntarily: For flights within the U.S. or to/from Canada, National will make best efforts to arrange carriage on another airline serving the same route.

- If National can arrange alternate carriage that is planned to arrive at the Passenger's destination within one hour of the original flight plan, the Passenger is not eligible for compensation from National.
- If the alternate transportation is planned to arrive more than one but less than two hours after the original flight's planned arrival, National will offer 200% of the one-way fare paid up to a maximum of \$675.
- If the alternate transportation is planned to arrive at the destination over two hours after the original arrival time, then 400% of one-way fare paid up to \$1,350 will be offered.

Passengers denied boarding due to seat unavailability will not be eligible for compensation if he/she did not meet all the check in and boarding requirements; if he/she is offered carriage in another class of service and turns down the offer; National arranges other transportation that will arrive at the destination within one hour of the original flight plan; or the Passenger is otherwise disqualified from boarding pursuant to Chapter 10 Section 2.

Special refund rules may apply for international travel.

Section 11-03 Extended Onboard Ground (Tarmac) Delays

In accordance with U.S. Department of Transportation regulations, National Airlines maintains and complies with a separate [Contingency Plan for Lengthy Tarmac Delays](#). This [Contingency Plan for Lengthy Tarmac Delays](#) does not guarantee specific actions, is subject to change without notice, and is not part of this Contract of Carriage. It can be found at www.nationalairlines.com.

CHAPTER 12: COMPLAINTS, LIABILITY RELATED TO DOMESTIC AND INTERNATIONAL FLIGHTS

Section 12-01 Customer Complaints

National Airlines' employees, our reservation agents and our customer-facing agents at our destination airports are empowered to address most consumer issues appropriately and effectively at the time a concern arises -- throughout the reservation process and through the duration of our Passengers' travel experience with National. If a Passenger has a complaint that is not resolved immediately, the Passenger is invited to file a more formal complaint with National. National Airlines' [Customer Service Plan](#) contains specific information regarding how to file a complaint. National's [Customer Service Plan](#) can be found at www.nationalairlines.com. National Airlines' [Customer Service Plan](#) is not guaranteed, is subject to change without notice, and is not part of this Contract of Carriage.

Section 12-02 Claims Notification

Except as otherwise required by applicable law including for international travel, National Airlines reserves the right to reject any claims (except for injury or death) which have not been submitted to National Airlines in writing within one year from date of travel for domestic flight and two years for international flights governed by the Warsaw or Montreal Conventions, or in a shorter time as may reflected in specific sections of this Contract of Carriage. Special rules apply to baggage as detailed in Chapters 7 and 12.

Section 12-03 Liability for International Travel

In addition to liability limitations herein, Passengers on flight(s) that involve a stop or ultimate destination in a country other than the country of departure are advised that international treaties known as the Montreal Convention of its predecessor, the Warsaw Convention, including its amendments, may apply to the entire trip including any portion thereof within a country. For such passengers, the treaty, including special contracts of carriage embodied in applicable tariffs, governs and may limit the liability of the carrier in respect of death or injury to passengers and for destruction or loss of, or damage to, baggage and for delay of passengers and baggage.

International flights are governed by the Montreal Convention. Accordingly, for the purposes of international carriage governed by the Montreal Convention, the liability rules set forth in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provision of this tariff which may be inconsistent with those rules.

1. The Carrier shall be liable under Article 17 of the Warsaw Convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided below:
 - A. The Carrier shall not be allowed to exclude or limit its liability for damages not exceeding 113,100 Special Drawing Rights for each Passenger.
 - B. The Carrier shall not be liable for damages to the extent that they exceed 113,100 Special Drawing Rights for each Passenger if the Carrier proves that:
 - Such damage was not due to the negligence or other wrongful act or omission of the Carrier or its agents.
 - Such damage was solely due to the negligence or other wrongful act or omission of a third party.
 - C. The Carrier reserves all other defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including by way of example the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention except that the Carrier shall not invoke Articles 20 of the Montreal Convention and 21 of the Warsaw Convention in a manner inconsistent with paragraphs (1) and (2) of this Section.
 - D. With respect to third parties, the Carrier reserves all rights of recourse against any other person, including rights of contribution and indemnity.
 - E. The Carrier agrees that, subject to applicable laws, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.

2. In cases of bodily injury or death, the Carrier shall make an advance payment where the Carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:
 - A. Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the Carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the Carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the Carrier in its sole discretion.
 - B. The Carrier shall make the advance payment as an advance against the Carrier's liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of any settlement or judgment with respect to any claim for compensation on behalf of the passenger.
 - C. The Carrier, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
 - D. The Carrier, in making an advance payment, preserves its right to seek contribution of indemnity from any other person for such payment, which shall not be deemed to be voluntary contribution or contractual payment on the part of the Carrier.
 - E. The Carrier may recover an advance payment from any person where it is proven that the Carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.

3. The Carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:
 - A. The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
 - B. Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of the Carrier are not servants or agents of the Carrier, and the Carrier is not liable to the extent the delay is caused by these kinds of facilities or personnel.
 - C. Damages occasioned by delay are subject to the terms, limitations, and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a passenger and do not include mental injury damages.
 - D. The Carrier reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to claims for damage occasioned by delay, including for example the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of the Carrier for damage caused by delay is limited to 4,150 SDR per passenger. The limits of liability shall not apply in cases described in Article 25 in the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

4. The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:
 - A. Except as provided below, the liability of the Carrier is limited in most cases to 1,131 Special Drawing Rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the passenger proves otherwise:
 - all baggage checked by a passenger shall be considered to be the property of that passenger;
 - a particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger; and
 - unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
 - B. If a passenger makes, at the time checked baggage is handed to the Carrier, a special declaration of interest and has paid a supplementary sum, if applicable, the Carrier will be liable for destruction, loss, damage, or delay of such checked baggage in an amount not exceeding the declared amount, unless the Carrier proves that the declared amount is greater than the passenger's actual interest in delivery at destination. The declared amount, and the Carrier's liability, shall not exceed the total amount of declaration permissible under the Carrier's regulations, inclusive of the limitation of paragraph 4.A above. In the case of transportation under the Warsaw Convention, no supplementary sum shall apply unless the declared amount exceeds 17 Special Drawing Rights per kilogram of the total recorded weight of the checked baggage at the time the baggage is handed to the Carrier. Nevertheless, the Carrier may impose charges for pieces of baggage in excess of any free allowance the Carrier may provide.

- C. In the case of unchecked baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that if its servant or agents.
 - D. The Carrier is not liable for destruction, loss, damage, or delay of baggage not in the charge of the Carrier, including baggage undergoing security inspections or measures not under the control and direction of the Carrier.
 - E. The Carrier reserves all defenses and limitations available under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, among others, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not be invoke Article 22(2) and (3) of the Warsaw Convention in a manner inconsistent with paragraph (1) of this Section. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.
5. Under the Warsaw Convention and the Montreal Convention, whichever may apply, an action for damages must be brought within two years, and a complaint must be made to the Carrier within seven calendar days in the case of damage to baggage, and 21 calendar days in the case of delay thereof.

CHAPTER 13: DATA PROTECTION

National Airlines is committed to protecting customer data in compliance with all applicable data privacy laws. During the ticketing process, National collects data necessary to process the transaction. National also collects data that allows us to meet our obligations to our Passengers, for example data on Unaccompanied Minors or data necessary to respond to customer feedback.

National Airlines also collects data as required by the government. Examples include data related to security, safety, customs, public health, immigration, investigations of criminal acts.

A Passenger's purchase of a ticket, as well as travel on our aircraft, evidences their consent to all terms in this Contract of Carriage, and importantly here to their consent for National Airlines to transmit customer data within National Airlines and its agents as well as to government agencies where and when required.

National Airlines will take appropriate measures to safeguard customer data.

Last updated: February 22, 2016