



NOTICE OF YOUR RIGHTS IN CASE OF DENIED BOARDING, LONG DELAYS OR FLIGHT CANCELLATION

I. National Enforcement Body and Arbitration Body Contacts

Contact information of the National Enforcement Body for Regulation (EC) No. 261/2004, is in Norway:

Norsk ReiselivsForum Transportklagenemnda (Dispute Resolution Board)

Øvre Slottsgate 18-20 NO

0157 OSLO

Tel.: + 47 22 54 60 00

E-Mail: post@reiselivsforum.no

Website and online complaint form: www.reiselivsforum.no (Norwegian and English)

The National Arbitration Body for Alternative Dispute Resolutions is the "Norsk ReiselivsForum" in Norway; their contact can be found here: <https://reiselivsforum.no/web/home/>.

In the UK:

The Civil Aviation Authority of the United Kingdom.

www.caa.co.uk

Contact information of other National Enforcement Bodies can be obtained here: https://transport.ec.europa.eu/transport-themes/passenger-rights/national-enforcement-bodies-neb_en or at writing Norse Atlantic Airways under customercare@flynorse.com.

II. Applicability of the European Regulation (EC) No. 261/2004

In the following, you will find information about your rights according to the European Regulation (EC) No. 261/2004 ("the Regulation"). The Regulation applies in the following circumstances:

- You have booked a flight, which has been confirmed with Norse Atlantic Airways at a fare directly or indirectly available to the public and are not travelling free of charge (travelling pursuant to a frequent flyer program or as part of a package holiday will not be treated as travelling free of any charge for the purposes of this notice).
- You presented yourself at the time stated before the published departure time for check-in and boarding (if your flight has not been cancelled).
- You have departed from an EU Member State airport or from a third country airport to an EU Member State airport.

- You are not, or would not have been, precluded from boarding the flight by reason of application of our conditions of carriage or for other reasonable grounds such as, but not limited to, reasons of health, safety or security, or inadequate travel documentation.
- You have been denied boarding against your will, or
- Your Flight has been delayed more than two hours or has been cancelled less than 14 days prior to the scheduled departure.
- You have not received reciprocal, compensatory, and benefits from a third country and those benefits are the same as those from the Regulation.

III. Denied boarding

In very few exceptions, there may not be enough space available on a flight for all passengers with confirmed reservations to be accommodated. If such a situation arises for your flight, we will try to avoid any need to deny you boarding against your will by offering you and all other similar passengers the opportunity to volunteer to surrender one or more confirmed reservations in exchange for mutually agreed benefits.

Where no volunteers are identified, it may be necessary to **deny you boarding against your will**. If you are an unaccompanied child or a person with reduced mobility or a person accompanying a person with reduced mobility, we will not deny you boarding unless otherwise unavoidable.

If you meet the criteria under I., you will be entitled to the following rights, assistance and benefits under VI. 1 to 3.

IV. Delay

If your flight is **delayed for more than two hours upon departure** and the flight destination is **less than 1,500 km away**, or if your flight is delayed **more than three hours** upon departure and your flight destination is **between 1,500 km and 3,500 km away**, or if it is an **intra-EU flight** and the destination is **more than 3,500 km away**, or if your flight is delayed **more than four hours** upon departure and the flight destination is **more than 3,500 km away**, you are entitled to the rights, assistance and benefits listed below under VI. 2.

If your flight is **delayed by more than five hours** upon departure, you are entitled to the rights described in VI. 1. a) Option 1 (reimbursement).

V. Cancellation

If your flight is cancelled, you are entitled to the rights, assistance and benefits under VI. 1. to 3., except for the right under VI. 3. (compensation) if

- You were informed about the cancellation at least two weeks before the scheduled departure time.

- You were informed of the cancellation between two weeks and seven days prior to the scheduled departure time, and you have been offered alternative transportation that will allow you to depart no more than two hours before the scheduled departure time and to reach your final destination no more than four hours after the scheduled arrival time; or
- You were notified of the cancellation less than seven days before the scheduled departure time and you have been offered alternate transportation which allows you to depart not earlier than one hour before the scheduled departure time and to reach your final destination no more than two hours after the scheduled arrival time.
- The cancellation is due to extraordinary circumstances, which could not have been avoided even if all reasonable measures had been taken by us.
- Extraordinary circumstances can be such as political instability, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcomings and strikes that affect the operation of an operating air carrier. It can further be an impact of an air traffic management decision in relation to a particular aircraft on a particular day that gives rise to a long delay, an overnight delay, or the cancellation of one or more flights by that aircraft.

VI. Description of your rights

1. Re-routing/reimbursement

If you are **denied boarding** on a voluntary or involuntary basis or your flight is **cancelled**, you may choose one of the following three options:

a) **Option 1: Reimbursement**

We will reimburse the fare paid for your ticket for the part of carriage not used, and for those parts of the carriage used if, as a result of the denied boarding, delay of more than five hours upon departure or cancellation, the flight to which you were denied boarding/delayed/cancelled no longer serves any purpose in relation to your original travel plans. When relevant, we will carry you to the first point of departure in your contract of carriage on the earliest flight with free seats available; or

b) **Option 2: Re-routing at earliest opportunity**

We will re-route you under comparable transport conditions at the earliest opportunity to your final destination airport (or to an another airport serving the same town, city or region,

in which event we will provide you with surface transport to your final destination airport or another close by destination agreed between us).

c) Option 3: Re-routing at later date

We will re-route you under comparable transport conditions on a later date at your convenience, subject to availability of free seats, to your final destination airport (or to another airport serving the same town, city or region, in which event we will provide you with surface transport to your final destination airport or another close by destination agreed between us).

You can choose between these three possibilities and inform us after your flight was cancelled, which option you wish to take.

If you notify us that you wish to exercise Option 1 or 3 above, any right to Accommodation or Care under Art. 8 sec. 2 of the Regulation (see VI.2.) will cease from receipt by us of such notification.

Reimbursement as mentioned in Option 1 above is due within seven days after you have confirmed your choice towards us. Payment is subject to completion of all reasonably necessary formalities such as, but not limited to, satisfactory identification of the passenger entitled to the reimbursement.

The right to reimbursement will also apply if your flight forms part of a package, except where such right arises under Directive 90/314/EC.

If your flight is **delayed by more than five hours** upon departure, you can also opt for a) Option 1 (reimbursement).

2. Right to Care

If you are **involuntarily denied boarding**, your flight is **delayed by more than two hours** upon departure for flights of more than 1,500 km, **more than three hours** upon departure for flights between 1,500 km and 3,500 km or intra-EU flights of more than 3,500 km, or is delayed by **more than four hours** upon departure for flights of more than 3,500 km, you will be entitled to:

a) Meals and refreshments in reasonable relation to waiting time,

b) Two telephone calls, telexes, faxes or e mails,

c) Accommodation, if a stay of one or more nights, or a stay additional to that intended by you, becomes necessary when the reasonably expected time of departure of the new flight is one day or more later than the scheduled departure date of your cancelled flight, you will be entitled to hotel accommodation

d) Transport between the airport and such accommodation under c).

Provision of the assistance described above will be free of charge. You will be entitled to such assistance only to the extent that we reasonably expect its provision would not cause any further delay.

3. Compensation

If you are **involuntarily denied boarding**, your flight reaches its final destination **with a delay of 3 hours or more** or if your flight is **cancelled**, you may be entitled to compensation.

The levels of compensation are specified as follows:

- a) **EUR 250 for flights of 1,500 km or less;**
- b) **EUR 400 for flights within the EU of more than 1,500 km and for all other flights between 1,500 km and 3,500 km; or**
- c) **EUR 600 for all other flights.**

Compensation will be reduced by 50% if any re-routing offered to your final destination results in an arrival time, which does not exceed the scheduled arrival time of the original flight by:

- **Two hours for flights of 1,500 km or less;**
- **Three hours for all flights within the EU of more than 1,500 km and for all other flights between 1,500 km and 3,500 km; or**
- **Four hours for all other flights,**

and does not depart more than one hour earlier than scheduled time of departure.

VII. Downgrading

If, whether as a result of being denied boarding or for any other reason such as, but not limited to, substitution of an aircraft with a smaller passenger cabin, you are placed in a class lower than that for which your ticket was purchased while you are being re-routed, you will be entitled to reimbursement as follows:

- 50% of the applicable fare for flights between 1,500 km to 3,500 km; or
- 75% of the applicable fare for flights of more than 3,500 km

for the part or parts of the journey that you were placed in that lower class.

VIII. How to submit a claim

You can contact directly our customer relation department through our web site www.flynorse.com to make a claim. Please use our claims form.

Alternatively please email to: claims@flynorse.com

We encourage you to claim directly towards us yourself and wait 28 days before assigning your claim to or engage third parties.

IX. Disclaimer

This notice does not give you any additional contractual rights.

13 February 2023