

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

HECTOR G. SAADE,
individually and on behalf of all
others similarly situated,

Plaintiff,

CASE NO.:

vs.

CLASS ACTION

INSEL AIR f/k/a INSEL AIR
INTERNATIONAL B.V., a Netherlands
Antilles limited liability company, & INSEL
AIR ARUBA N.C., an Aruban company.

Defendants.

COMPLAINT

The Plaintiff, HECTOR G. SAADE (Saade), individually and on behalf of all others similarly situated, sues the Defendant, INSEL AIR f/ka/ INSEL AIR INTERNATIONAL B.V. & INSEL AIR ARUBA N.C. (herein collectively, “INSEL AIR” or “the Airline”):

NATURE OF THE CASE AND PARTIES

1. This is a breach of contract action.
2. Plaintiff is an individual. He is a resident of Miami-Dade, Florida.
3. The Airline is a foreign air carrier as defined by 49 U.S.C. 40102(21) that has its principal office in the Country of Curacao and operates a certified airline that conducts business in Florida; maintains a place of business in Miami-Dade County,

Florida; has regularly scheduled flights between Venezuela and Miami, Florida, and Aruba and Miami, Florida, and holds a United States Foreign Air Carrier Permit with the U.S. Department of Transportation pursuant to 49 U.S.C. § 413. The Airline also operates licensed and registered companies in Florida, including Insel Air Aruba N.C., LLC, which operates out of a principal and registered agent address located at Miami International Airport, Concourse G- Room 3464, in Miami, Florida 33126, and Insel Air International B.V. LLC, which maintains a registered agent at 1200 South Pine Island Road, Plantation, Florida 33324.

4. Plaintiff files this class-action complaint alleging that the Airline breached its contract with passengers who paid for air travel provided by the Airline.

JURISDICTION AND VENUE

5. Venue in this District is proper pursuant to 18 U.S.C. § 1391(b)-(c) because the Airline conducts business in this District and is deemed to reside in any judicial district in which it is subject to personal jurisdiction at the time the action is commenced; the Airline's contacts with this District are also sufficient to subject it to personal jurisdiction.

6. Jurisdiction is proper under 28 U.S.C. § 1332(d)(2), the Class Action Fairness Act of 2005 (CAFA), because the aggregate amount in controversy exceeds \$5 million (exclusive of interest and costs), and as a national class at least one class member (as well as the Plaintiff himself) belongs to a different state than that

of the Airline; hence there is at least minimal diversity between the parties, and well over 1,000 plaintiffs in the expected Putative Class. Therefore, CAFA jurisdiction is present.

FACTUAL ALLEGATIONS

Generally Applicable Facts

7. The Airline is a foreign air carrier that provides international air travel services to consumers flying between the United States of America and the Bolivarian Republic of Venezuela. The Airline also provides international air travel services to consumers flying between the United States of America and Aruba.

8. The Airline's website (<https://www.fly-inselair.com>) provides for online booking and lists Miami, Florida as a city that the Airline services.

9. When a passenger books a flight with the Airline, or the Airline's authorized reservations agent, the passenger enters into a contract of carriage with the Airline as to that flight. *See* attached Exhibit "A," Contract of Carriage. The Airline's terms of carriage are located on its website (<https://www.fly-inselair.com/en/general-conditions/>).

10. Each passenger pays an agreed amount for the Airline's air transportation services.

11. The Airline's Contract of Carriage provides as follows with respect to the taxes, fees and charges that are included within the purchased fare:

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Your fare will be calculated in accordance with InselAir tariffs and fare categories in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the fare to be paid. Fares, taxes, fees and charges are payable in the currency of the country of origin of travel unless another currency is indicated by us at or before the time payment is made (for example, because of the non-convertibility of the local currency).

12. The Contract of Carriage provided that taxes and fees are subject to change *up to the time of purchase.*

13. Insel Air informed via its website (<https://www.fly-inselair.com/en/travel-information/>) that passengers *departing from* Venezuela would need to pay an Exit Tax. However, the Insel Air website *did not* mention any Exit Tax that would need to be paid by travelers leaving the US to Venezuela.

14. The Contract of Carriage between the Airline and its passengers does *not* provide that passengers would later be required to pay an additional fee (herein the “Exit Fee”) before being allowed to board for their flight departing from Miami. Moreover, the Exit Fee that is charged does not relate to a fee, tax, or charge, that was initially imposed by a government or the operator of an airport after the ticket was purchased.

15. Despite the clear terms of its contract and the full payment of the tickets, the Airline conducted a program in which its ticket-holding travelers were required to pay additional, extra-contractual Exit Fees at their sole U.S. departure airport, Miami International Airport (herein “MIA”), before being allowed to board their flights. The Airline already had the undisclosed Exit Fee program in place at the time the Airline entered into a contractual agreement with its passengers.

16. Upon checking in for their flights at MIA, the Airline requires all passengers departing from MIA to suddenly pay USD\$80.00 before they are allowed to board a flight destined to Venezuela.

17. Upon information and belief, such Exit Fees were charged to all passengers within the Class (as defined below).

Saade’s Contract with the Airline

18. Saade purchased his airline tickets with the Airline through an intermediary booking service named “Cheapoair”.

19. On June 19, 2015, Saade paid the Exit Tax to the Airline before boarding his flight to Venezuela. Saade’s flight with the Airline left from Miami to Aruba (Flight 991), and then immediately travelled on the same date from Aruba to Caracas, Venezuela (Flight 750). The Airline’s personnel (dressed in the Airline’s uniforms and attending the Airline’s airport customer service desk) required all ticket-holding passengers (i.e., persons who had already contracted for their air

travel and paid the sum contractually due) to pay the aforementioned USD\$80.00 amount at MIA as an “airport exit tax” before departing. If a passenger refused to pay the Exit Fee, the passenger would not be allowed to board the Airline’s aircraft.

20. Like the other passengers on his flights, Plaintiff paid the previously undisclosed Exit Fee in order to board the aircraft operated by the Airline.

21. The Exit Fee was not disclosed in any of the information or documents provided by the Airline to Saade prior to boarding the flights.

22. The Airline’s Exit Fee charge economically damaged Saade in the amount of the charge.

23. All conditions precedent to the filing of this action have been met, waived or performed.

CLASS ALLEGATIONS

24. Plaintiff brings this action on behalf of himself and all others similarly situated (the Class or Class Members).

25. Upon information and belief, the Airline has unilaterally charged its customers the Exit Fee alleged above before allowing its customers to board their already-paid-for flights.

26. Unlike common additional charges for baggage, seat upgrades, etc., the Exit Fee charges were not disclosed nor part of the terms and conditions of the contract of carriage between the Airline and its passengers.

27. Plaintiff seeks to represent a Class consisting of all persons that the Airline charged an Exit Fee, from five years prior to the filing of this Complaint through the later of: (i) the date, if any, the Airline changes its contract to expressly include Exit Fees; and (ii) the date of class certification.

28. Excluded from the Class are 1) Defendant, its agents, subsidiaries, parents, successors, predecessors, and any entity in which it or its parents have a controlling interest and their current and former employees, officers, and directors, 2) the Judge or Magistrate Judge to whom this case is assigned and the Judge or Magistrate Judge's immediate family, 3) persons who execute and file a timely request for exclusion, 4) the legal representatives, successors, or assigns of any such excluded person; and 5) Plaintiff's counsel and Defendant's counsel.

29. Plaintiff and Class Members were economically harmed by the Airline's breach of its written contract.

30. This suit seeks damages for recovery of economic injury on behalf of the Class; the suit expressly is not intended to request any recovery for personal injury, lost baggage, delayed flights, or claims related thereto.

31. Numerosity: The exact size of the Class is unknown and not available to Plaintiff at this time, but it is clear that individual joinder is impracticable. Upon information and belief, the Airline has thousands of consumers who fall into the definition of the Class, and the Exit Fee has been in place for numerous years involving

all of the the Airline passengers during the applicable time period. Class Members can be identified through the Airline's records or the Airline's agents' or contractors' records. The joinder of the Class Members is impractical and the disposition of their claims in the Class action will provide substantial benefits both to the parties and to the Court in avoiding a multiplicity of identical suits.

32. Typicality: Plaintiff's claims are typical of the claims of other members of the Class, in that Plaintiff and the members of the Class sustained economic damage arising out of the Airline's uniform breaches of its contract. Specifically, each Class Member entered into a contract that defined the terms of his or her relationship with the Airline and paid the full sum due under the parties' agreement. Nevertheless, the Airline charged each Class Member a so-called "Exit Fee" not anticipated by, or disclosed in, the parties' contract to provide the service that the Class Members contracted for and paid for. Given that each Class Member has suffered the same legal injury as a result of the Airline's common course of conduct, Plaintiff's claims are typical of the Class.

33. Adequate Representation: Plaintiff will fairly and adequately represent and protect the interests of the Class, and has retained counsel competent and experienced in class actions and other complex litigation. Class counsel have the ability to bear the cost of prolonged litigation. Plaintiff has no interests antagonistic to those of the Class, and the Airline has no defenses unique to Plaintiff.

34. Commonality and Predominance: This case will turn largely on the resolution of a singular question of law: whether, by charging the Exit Fees, the Airline breached the contract that it entered into with each Class Member. The resolution of that issue will involve common facts that apply generally to the Class Members. Given that the case turns almost entirely upon that singular legal inquiry, which is predicated on generally applicable facts, and that damages may be readily calculated, the questions of law and fact common to the claims of Plaintiff and the Class predominate over any questions that may affect individual Class Members.

35. Superiority: This case is also appropriate for class certification as class proceedings are superior to all other available methods for the fair and efficient adjudication of this controversy because joinder of all parties is impracticable. The actual damages suffered by the individual members of the Class will likely be relatively small, especially given the burden and expense required for individual prosecution of the complex litigation necessitated by the Airline's actions. In addition, the Airline Deregulation Act of 1978 preempts statutory claims that would enable greater damages and fee-shifting—essentially leaving passengers with only the private right of a breach of contract claims. Given the limited amount of damages per breach (less than \$100), it would be virtually impossible for individual Class Members to obtain effective relief from the Airline's misconduct. Even if members of the Class could sustain such individual litigation, it would still not be preferable to a class action,

because individual litigation would increase the delay and expense to all parties due to the complex legal and factual controversies presented in this Complaint. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single Court. Economies of time, effort, and expense will be fostered and uniformity of decisions ensured.

36. The interest of Class Members in individually controlling the prosecution of separate claims against the Airline are small because the maximum damages in an individual action for the breaches of contract are minimal. Management of these claims is likely to present significantly fewer difficulties than those presented in many class claims.

BREACH OF CONTRACT

37. Plaintiff realleges and incorporates by reference paragraphs 1-36 above.

38. Plaintiff and the other Class members entered into a contract with the Airline.

39. The Airline breached that contract by requiring ticket holders to pay monies not provided for under the terms and conditions of the contract in order to fulfill their obligations under the contract.

40. Plaintiff and the other Class members were damaged as a result of the Airline's breach of contract.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, HECTOR G. SAADE, individually and on behalf of the Class, requests the following relief:

41. As a result of the Airline's breach of contract, Plaintiff seeks for himself and each Class Member:

(a) An order certifying this action to be a proper class action pursuant to Federal Rule of Civil Procedure 23, establishing an appropriate Class and any Subclasses the Court deems appropriate, finding that Plaintiff is a proper representative of the Class, and appointing the lawyers and law firms representing Plaintiff as counsel for the Class.

(b) USD \$80.00 in damages for each and every breach stemming from an Exit Fee charged to passengers travelling to Venezuela.

(c) An award of attorney's fees and costs to counsel for Plaintiff and the Class from any recovery for the Class.

(d) Any other relief the Court may deem just and proper.

TRIAL BY JURY

Plaintiff demands a trial by jury on all counts so triable.

Respectfully submitted,

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Exhibit A

General Conditions

Your ticket and the following Conditions of Carriage constitute the agreement between you, the passenger, and Insel Air International B.V. or InselAir Aruba N.V. (herein referred to as InselAir) and apply to all transportation provided by InselAir.

Please read this agreement carefully.

ARTICLE 1 — DEFINITIONS

In these conditions:

"InselAir", "carrier", "we", "our", "ourselves" and "us" means Insel Air International B.V. or InselAir Aruba N.V.

"You", "your" and "yourself" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "Passenger").

"AIRLINE DESIGNATOR CODE" means the IATA assigned two or three characters which identify particular air carriers. For us this is "7I" or "958" and "8I" or "778".

"BAGGAGE" means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.

"BAGGAGE IDENTIFICATION TAG" means a document issued solely for identification of Checked Baggage.

"CHECKED BAGGAGE" means Baggage of which InselAir take custody and for which InselAir have issued a Baggage Identification Tag.

"CHECK-IN DEADLINE" means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.

CODE-SHARE means flights designated as InselAir flights and either: a) operated with InselAir aircraft and crew and designated with another carrier or b) flights operated by other carrier's aircraft and crew and designated as an InselAir flight. These terms and conditions of carriage shall apply only to flights operated by InselAir aircraft and crew, regardless of the flight designation.

"CONVENTION" means the Warsaw Convention and any applicable amendments.

"DAMAGE" includes death, wounding, or bodily injury to a Passenger, or loss, partial loss, theft or other damage to baggage, arising out of or in connection with carriage or other services incidental thereto performed by us.

"DAYS" mean calendar days, including all seven days of the week; 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 commenced shall not be counted.

"E-TICKET" means a virtual authorization for travel, existing only in electronic form within InselAir's ticketing system. E-Tickets issued by InselAir carry the IATA prefix of "958" and "778". E-tickets issued by code-share or interline partners will carry the prefix of the issuing partner; however for travel on InselAir-operated segments, shall be considered issued by InselAir and subject to these terms and conditions of carriage as if issued by InselAir itself.

"IMMEDIATE FAMILY" means any first-degree member of the family of one of the passengers listed on the itinerary including specifically: Parents, Siblings, current legal Spouse/Partner and Children. Additionally, Grandparents and Grandchildren shall be included within this definition.

"INTERLINE PARTNER" means a carrier, other than InselAir, that is authorized to issue tickets on InselAir operated flights. Additionally, InselAir is authorized to issue tickets on another carrier's flights; however those flights not operated by InselAir are subject to the operating carrier's terms and conditions of carriage.

"ITINERARY/RECEIPT" means a document InselAir issues to the individual Passengers that contains the Passenger's name, flight information, E-Ticket number and notices.

"PASSENGER" means any person, except members of the on-duty flight and cabin crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "you", "your" and "yourself")

"RESERVATION" means a travel itinerary and quoted purchase price requested by the passenger and provided by InselAir with the intent of future purchase and ticket issuance.

"TICKET" refers to the paid authorization of travel, issued to you by InselAir in electronic form as an "E-Ticket". InselAir does not issue any "paper tickets" and no physical "ticket" document holds any value or right of passage.

"TRAVEL DOCUMENT(S)" means valid passport issued by (at least one of) the passenger's country(ies) of citizenship, including any required visas, medical records, or any other documents that may be required by immigration officials for entry to or transit through a country that the passenger intends on landing during an InselAir operated (including code-share partners) travel itinerary.

"UNCHECKED BAGGAGE" means any of your Baggage other than Checked Baggage.

ARTICLE 2 — APPLICABILITY

2.1 GENERAL

Except as provided in Articles 2.2, 2.3 and 2.4, our Conditions of Carriage apply only on those flights, or flight segments, where InselAir or InselAir's Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment.

2.2 CHARTER OPERATIONS

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise, in the charter agreement or the Ticket.

2.3 OVERRIDING LAW

2.3.1 These Conditions of Carriage are applicable unless they are inconsistent with applicable law in which event such law shall prevail.

2.3.2 **Severability** - If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

2.4 CONDITIONS PREVAIL OVER REGULATIONS

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations InselAir may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

ARTICLE 3 — TICKETS

3.1 GENERAL PROVISIONS

3.1.1 InselAir will provide carriage only to the Passenger named in the Ticket. All passengers will be required to produce legally accepted photo identification.

3.1.2 A Ticket is not transferable, including name changes, except when provided for in our regulations.

3.1.3 InselAir Tickets cannot be endorsed for use with other carriers, except certain Code Share or Interline-operated flights, but flights may be changed in accordance with InselAir regulations and may be subject to payment of a change fee plus any difference in price between the original fare paid and the new fare class dependant on the class of fare originally purchased. Some fare classes are not modifiable or refundable under any circumstance. Passengers may also wish to ensure that they have appropriate insurance to cover instances where passengers have to cancel Tickets, or segments thereof, or are prevented from reaching the airport of departure by the Check-In Deadline by reason of 'force majeure'.

3.1.4 For passengers who purchased tickets for flights from and to the U.S., the online purchased tickets may be canceled within 24 hours after making the reservation and the payment. To do so they must contact the Contact Center of InselAir. For issued tickets at Travel Agents these passengers should contact the Travel Agents to cancel within 24 hours. This only applies to all reservations made seven days or more prior to the flight's scheduled departure time.

3.2 VALIDITY

3.2.1 Except as otherwise provided in these Conditions, issued tickets are valid only for the flight(s), date(s) and route specified on the Ticket.

3.2.2 In the event of death of a Passenger, the Tickets of the Passenger who passed away and of his or her immediate family member(s) travelling on the same reservation, may be modified by waiving any restriction on changing the Ticket itinerary upon production of suitable documentary evidence. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the affected Passenger's Ticket and those of his or her accompanying immediate family member(s) may likewise be modified upon production of evidence of death.

3.2.3 If allowed by the fare class purchased, all changes made after the original, scheduled departure date must be made within 364 days of the original purchase date of the ticket. This date may not be changed or extended regardless of the changes made from the original reservation.

3.2.4 Passengers holding tickets purchased with fraudulent or stolen credit cards will not be allowed to board; in any case of fraudulent behavior of passengers the relevant authorities will be notified. For verification purposes the passengers may be requested to present the credit card used in the purchase of their tickets to our check-in staff upon check-in. Failure to comply will result in denial of check-in with said tickets. New tickets must be purchased at that time to proceed to check-in, provided availability on the flight.

3.3 OUR NAME AND ADDRESS

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our Registered Address is Dokweg 19, Maduro Plaza, Willemstad, Curaçao,

ARTICLE 4 — FARES, TAXES, FEES AND CHARGES

4.1 FARES

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Your fare will be calculated in accordance with InselAir tariffs and fare categories in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the fare to be paid.

4.1.1 FARE CLASSES – Rules regarding the specifics of changeability, cancel-ability, and fees that may be associated with such changes or cancelations are determined by the class of service and date purchased. Fare class rules are available upon request from InselAir and are on record with the Airline Tariff Publishing Company (ATPCO) based in Washington D.C., USA. Fare class rules may change from time to time; however the rules in effect on the date of purchase shall determine the rules applicable to any given ticket.

4.2 CHARGES

InselAir may apply a change fee should you ask to change your travel plans from the original, ticketed reservation, dependant on the fare class purchased. In addition, the difference between the fare paid on the original ticket and the fare available on the new date / time requested may also be applied. Some fare classes are not able to be changed unless requirements in section 3.2.2 are applicable.

InselAir may apply an administration fee should you ask us to refund those monies of unused portions of refundable fares, dependant on the fare class purchased.

InselAir may at our sole discretion amend either or both of these fees from time to time and the amount of these fees are available from us on request, as applicable on the date of ticket issuance.

No employee of InselAir, nor any employee of any of our Handling Agents who may represent InselAir, has the authority to waive or modify these charges under any circumstances except those as explicitly referred to in these terms and conditions, specifically in reference to section.

4.3 CURRENCY

Fares, taxes, fees and charges are payable in the currency of the country of origin of travel unless another currency is indicated by us at or before the time payment is made (for example, because of the non-convertibility of the local currency). InseIAir may, at our sole discretion, accept or demand payment in another currency.

ARTICLE 5 — RESERVATIONS AND SEATING

5.1 RESERVATION REQUIREMENTS

5.1.1 InseIAir will record your reservation(s) and provide you with a record locator and ticketing time limit, if applicable, at the time of reservation. Upon request, InseIAir will provide you with written confirmation of your reservation(s).

5.1.2 Certain fares have conditions that limit or exclude your right to change or cancel tickets, once issued.

5.1.3 Reservations, dependant on fare class reserved, are subject to time limits in which payment and ticketing must occur. Reservations whose time limits have elapsed may be canceled without notice.

5.1.4 In the event that InseIAir must cancel, delay, or otherwise adjust the operation of a flight, InseIAir may cancel any or all non-ticketed reservations with or without notice.

5.1.5 Passengers may change or cancel an un-ticketed reservation's itinerary at any time without penalty; however a difference in fare available on a new itinerary may apply.

5.1.6 Passengers do not derive any rights for travel, compensation or otherwise upon reservation. Rights are only conferred upon payment and ticketing.

5.1.7 Fares quoted at the time of reservation are valid only until tickets are issued against the reservation or the time limit expires, even if the reservation is not canceled as per section 5.1.3, whichever occurs first.

5.1.8 Taxes and fees are subject to change up to the time of purchase, regardless of amounts quoted at the time of reservation.

5.1.9 Reservations are non-transferable, including name changes, at any time under any condition.

5.1.10 Ticketed flight segments, or ticket coupons, must be utilized in the order which is presented on the flight itinerary and e-ticket record. Attempted use of any ticket coupon prior to the use of any previous ticket coupon(s) is not allowed and will result in your being denied the use of such coupon(s) and/or additional change or exchange fees that may be allowed by the ticketed fare class(es). Additionally, the use of a flight coupon without the prior use of the preceding flight segment coupon(s) will invalidate any and all remaining ticketed flight segment coupon(s) for travel, including cancelation of reserved space, without refund or exchange value regardless of ticketed fare class (es).

5.1.11 In case a passenger is no-show at the scheduled departure date and time, the ticket will no longer be valid nor is the passenger entitled to any refund.

5.2 PERSONAL DATA

5.2.1 You recognize that personal data has been given to us for the purposes of: making a reservation and purchasing a Ticket. For this purpose, you authorize us to retain and use such data and to transmit it to our own offices or agents, or as required by government entities as part of your reserved travel plans.

5.2.2 PASSENGER NOTIFICATION INFORMATION

Should InselAir be required to reschedule, reroute, or cancel any flight upon which a passenger has a paid, issued ticket, InselAir will make every goodwill attempt to contact the passenger(s) using information provided at the time of reservation and/or ticket issuance. Responsibility falls upon the passenger to voluntarily provide InselAir with valid contact information both at the place of origin and the place of destination where the passenger can be reached in case of rescheduling or cancellation. InselAir shall attempt to provide notice as soon as possible once the decision to reschedule has been made.

5.3 SEATING

InselAir will accept seat assignment requests at the time of reservation. InselAir does not pre-assign seats on some of our flights. However, if you report to the boarding gate no less than thirty (30) minutes prior to flight departure and request pre-boarding for good reason, InselAir will do our best to assist. InselAir reserves the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

ARTICLE 6 — CHECK-IN AND BOARDING

6.1 Unless otherwise specified by us or by any applicable governmental or airport authority the Check-In Deadline for a flight operated by us is 120 minutes prior to scheduled departure time. InselAir reserves the right to cancel your ticketed reservation and to deny you boarding if you do not comply with the Check-in Deadline indicated.

6.2 All passengers must present valid, legal travel documents and may be asked for proof of payment for all flights upon check-in.

6.3 All passengers are responsible for obtaining and possessing valid travel documents for their intended destination and any intermediate stops or transit points. Refer to section 12.1.

6.4 You must be present at the boarding gate no later than 30 minutes prior to departure. If you fail to arrive at the boarding gate by this time, the space reserved for you may be cancelled.

6.5 InselAir will not be liable to you or any other party for any loss or expense incurred from the delay of the passenger due to traffic to the airport, anyone acting on behalf of the airport or government authority, security, immigration, or customs procedures.

6.6 InselAir will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

ARTICLE 7 — REFUSAL AND LIMITATION ON CARRIAGE

7.1 RIGHT TO REFUSE CARRIAGE

7.1.1 InseIAir may refuse to carry you or your Baggage if InseIAir has previously notified you in writing that InseIAir would not at any time after the date of such notice carry you on our flights.

7.1.2 InseIAir may also refuse to carry you or your Baggage if one or more of the following have occurred or InseIAir reasonably believes may occur:

7.1.2.1 Such action is necessary in order to comply with any applicable government laws, regulations, or orders;

7.1.2.2 The carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;

7.1.2.3 Your mental or physical state or attitude or demeanor, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;

7.1.2.4 You have committed misconduct on a previous flight;

7.1.2.5 You have refused to submit to a security check;

7.1.2.6 You have not paid the applicable fare, taxes, fees or charges;

7.1.2.7 You owe InseIAir any money in respect of a previous flight owing to payment having been dishonored, denied or recharged against us;

7.1.2.8 You do not appear to have valid travel documents, may seek to enter a country through which you may be in transit for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

7.1.2.9 You cannot prove that you are the person named in the Ticket;

7.1.2.10 You fail to observe all InseIAir instructions with respect to safety or security.

If InseIAir has, in the reasonable exercise of our discretion under this Article 7.1.2 refused to carry you on the basis of any of the above, or have removed you en route, InseIAir may, at our sole discretion, cancel the remaining unused portion of your Ticket and you will not be entitled to either further carriage by us or a refund from us, regardless of class of ticket purchased. InseIAir will not be liable for any consequential loss or damage alleged due to any such refusal to carry or removal en route. InseIAir may also initiate legal actions against you for any damages InseIAir incurs due to any of the above.

7.2 SPECIAL ASSISTANCE

Acceptance for carriage of young persons, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance, including service animals, is subject to specific prior arrangement with us on terms and conditions which may be advised by us from time to time.

Passengers with special needs or disabilities who have advised us of any special requirements at the time of booking, and which have been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements. Failure to advise InselAir of any special needs on the day of ticketing, or 48 hours before departure, whichever occurs first, may result in the service being unavailable and you are being refused carriage. If passengers need a wheelchair, the request for the wheelchair should be made to InselAir upon booking or at least 48 hours before departure, whichever occurs first. For security reasons a maximum of five (5) wheelchairs per MD flight are allowed and 2 wheelchairs on a F50 flight. Last minute wheelchair requests will only be honored if a) wheelchairs are available at the time of request and b) if the maximum number of wheelchairs allowed on the flight has not been exceeded.

ARTICLE 8 — BAGGAGE

8.1 FREE BAGGAGE ALLOWANCE

8.1.1 You may carry some Baggage, free of charge, subject to our conditions and limitations, which are stated on the itinerary receipt and may change with or without notice.

8.1.2 InselAir will make every effort to transport your checked baggage with you on your flight; refer to section 8.6.3.

8.2 EXCESS BAGGAGE

You may be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us upon request and subject to change from time to time with or without notice.

8.3 ITEMS UNACCEPTABLE AS BAGGAGE

8.3.1 You must not include in your Baggage:

8.3.1.1 Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations;

8.3.1.2 Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;

8.3.1.3 Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used;

8.3.1.4 Firearms or ammunition, explosives and detonators. Unloaded firearms and other weapons may be declared as checked baggage after approval from the Director of Safety for InselAir, whose determination is final, assuming all other baggage regulations are met;

8.3.1.5 Fish, game or hunting trophies. Wildlife for research and education purposes (living or not) may be transported with proper documentation from government authorities assuming all other baggage regulations are met;

8.3.1.6 Any items prohibited for carriage by local regulations, i.e. Historical artifacts, shells and any other articles protected under law.

8.3.2 Swords, knives, scissors, blades, cutlery, darts, syringes and other sharp objects and any item which, in our sole opinion, could be used as a weapon may be accepted as checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft. Exceptions may be made for a limited number of medical syringes with needles, limited to a quantity required for your duration of travel, along with the accompanying medication, if a certified medical statement or prescription can be produced upon request.

8.3.3 InseAir is not responsible for specific items in Checked Baggage including, but not limited to, money, medicine, jewelry, precious metals, keys, cameras, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.3.4 If, despite being prohibited, any items referred to in Article 8.3 are included in your Baggage, InseAir shall not be responsible for any loss or damage to such items.

8.4 RIGHT TO REFUSE CARRIAGE OF BAGGAGE

8.4.1 InseAir will refuse to carry as Baggage the items prohibited by Article 8.3, and refuse further carriage of any such items upon discovery.

8.4.2 InseAir may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, and weight, content, character, or for safety or operational reasons, or the comfort of other passengers.

8.4.3 InseAir may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. InseAir shall not be liable for any costs or arrangements for baggage refused carriage under section 8.4 in its entirety or any subsection thereof.

8.5 RIGHT OF SEARCH

For reasons of safety and security InseAir may request that you permit a search and scan of your person and a search, scan or x-ray of your baggage. If you are not available, your baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your baggage contains any item described in Article 8.3.1 or 8.3.2 or any firearms, ammunition or weapons.

If you are unwilling to comply with such request InseAir may refuse to carry you and your baggage. In the event of a search or scan causes damage to you, or an x-ray or other scan causes damage to your baggage, InseAir shall not be liable for such damage unless due to our fault or negligence.

8.6 CHECKED BAGGAGE

8.6.1 Upon delivery to us of your Baggage that you wish to check, InseAir will take custody of it, and issue a Baggage Identification Tag for each piece of your Checked Baggage.

8.6.2 Checked Baggage must have your name or other personal identification affixed to it.

8.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless InselAir decides for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight InselAir will deliver it to you within reasonable boundaries, unless applicable law requires you to be present for customs clearance.

8.6.4 Passengers are not required to place locks on their Baggage. Should passengers lock their Baggage and opening of said Baggage is required under section 8.5, InselAir shall not be responsible for damages incurred to the lock(s), Baggage, or contents.

8.7 UNCHECKED BAGGAGE

8.7.1 InselAir may specify maximum dimensions and/or weight for Baggage that you carry on to the aircraft. Baggage that you carry onto the aircraft must fit completely under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If, in the judgment of the flight crew or check-in personnel, your Baggage cannot be stored in this manner, or if it is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage or, at the discretion of the flight crew and handling personnel, placed as airside checked baggage.

8.7.2 Airside checked Baggage shall not apply towards the passenger's checked baggage allowance.

8.7.3 Objects which InselAir deem unsuitable for carriage in the aircraft hold (such as delicate musical instruments), and which do not meet the requirements in 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service up to and including the cost of a full-fare ticket.

8.7.4 InselAir assumes no liability for any and all articles carried as unchecked baggage or subsequently checked as airside checked baggage.

8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE

8.8.1 Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination. Should you not collect it within 72 hours of the aircraft's arrival, InselAir may charge you a storage fee. Should your Checked Baggage not be claimed within 90 days of the time it is made available, InselAir may dispose of it without any liability to you.

8.8.2 Only the bearer of the Baggage Identification Tag is entitled to delivery of the checked Baggage.

8.8.3 If a person claiming Checked Baggage is unable to produce and/or identify the Baggage by means of a Baggage Identification Tag, InselAir will deliver the Baggage to such person only on condition that he or she establishes to InselAir's satisfaction his or her right to the Baggage.

8.8.4 As baggage is intended to protect the articles inside, InselAir does not accept any liability for scratches, scuffs, stains and other minor damage resulting from normal wear and tear.

8.8.5 InselAir assumes no responsibility for the damage to or loss of protruding baggage parts such as wheels, straps, pockets, pull handles, hangar hooks or any other items attached to the baggage.

8.8.6 Subject to laws and regulations of the destination airport, airside checked baggage may be collected airside at the destination or at the baggage claim. InselAir assumes no responsibility for airside checked baggage.

8.9 ANIMALS

8.9.1 Carriage of animals, except service animals, shall be in accordance with InselAir's baggage policy and shall be considered either checked or unchecked baggage, dependent on the size of the kennel.

All animals, except service animals, are required to be kept in a kennel, or similar container; that provides for the animal's well-being and the safety and security of other passengers and ground personnel. If the animal is to be transported in the cabin of the aircraft, the kennel must fit completely underneath the seat in front of the passenger's assigned seat to the satisfaction of the cabin crew, whose judgment is final.

Notification of animal transport must be made and accepted by InselAir at the time of reservation and final acceptance of the animal is the sole discretion of the check-in personnel and, ultimately, Captain of the aircraft, whose judgment is final. InselAir shall not be liable for any expenses arising from an animal that is denied carriage.

8.9.2 Service animals are accepted as long as all of the following conditions are met:

8.9.2.1 Notification of the service animal must be made to InselAir at the time of reservation or 72 hours before scheduled departure, whichever occurs first;

8.9.2.2 The passenger provides, upon request, a certified medical statement outlining the medical requirement for the service animal;

8.9.2.3 Additional fees may be applicable for transport of service animals. Fees must be paid before date of departure.

8.9.3 Entry of animals, including service animals, into any country is the full responsibility of the passenger. InselAir assumes no responsibility for animals denied entry, quarantined, or euthanized due to denial of entry by government officials.

ARTICLE 9 — SCHEDULES, CANCELLATIONS, DELAYS AND DIVERSIONS

9.1 SCHEDULES

9.1.1 The flight timings shown on your Ticket or elsewhere may change between the date of reservation, issuance of the ticket and the date of travel.

9.1.2 When InselAir accepts your booking, InselAir will notify you of the scheduled flight timings in effect as of that time, and it will be shown on your Ticket. It is possible InselAir may need to change the scheduled flight timings after you have booked your flight. If you provide us with your personal e-mail address and/or personal telephone number, InselAir will attempt to notify you of any changes by such means. If, after you purchase your Ticket, and within 48 hours the date of travel, InselAir changes the scheduled departure time by more than six

hours and this is unacceptable to you and InseIAir is unable to book you on an alternative flight, you may be entitled to a travel credit voucher, accommodation, or, upon application, a refund in accordance with Article 10.2.

9.2 CANCELLATION AND DELAYS

9.2.1 InseIAir will take all necessary measures to avoid delay in carrying you and your baggage but times shown on timetables or elsewhere are not guaranteed and form no part of the agreement. InseIAir may at its own discretion, with or without notice and in order to prevent a flight cancellation, substitute alternate carriers or aircraft and if necessary may alter, add or omit stopping places shown on the ticket or itinerary. Schedules are subject to change without notice. InseIAir is not responsible for or liable for failure to make connections or to operate any flight according to schedule or for a change to the schedule of any flight. Under no circumstances shall InseIAir be liable for any special, incidental or consequential damages arising from the foregoing.

9.2.2 If InseIAir cancels a flight, fails to operate a flight reasonably according to schedule or ceases to operate a route for reasons other than weather, labor strike, airport closure, act of God, general insurrection, act of war, governmental decree, or any other circumstance out of the control of InseIAir, InseIAir may:

9.2.2.1 Carry you at the earliest opportunity on another of our scheduled services, or InseIAir's sole discretion, an alternative carrier, on which space is available between the same routing points (or on such other route as InseIAir may agree with you) and, where necessary, extend the validity of your Ticket, all without making any additional charge; or

9.2.2.2 Make a refund in accordance with the provisions of Article 10.2. Upon the occurrence of any of the events set out in this Article 9.2.2, the options set out in Article 9.2.2.1 and 9.2.2.2 are the sole and exclusive remedies available to you and InseIAir shall have no further liability to you.

9.2.3 If InseIAir is forced to cancel a flight due to weather, labor strike, airport closure, act of God, general insurrection, act of war, governmental decree, or any other circumstance out of the control of InseIAir, InseIAir will make a best effort to transport you to your destination by our own services, including non-air alternatives. Passengers are encouraged to purchase third-party travel insurance to cover such instances.

9.3 DIVERSIONS

If, due to weather, labor strike, airport closure, act of God, general insurrection, act of war, governmental decree, or any other circumstance out of the control of InseIAir, InseIAir is unable to land at the airfield at your destination and are diverted so as to land at another airfield then the carriage by air shall, unless the aircraft continues to the original destination, be deemed to be completed when the aircraft arrives at that other airfield.

ARTICLE 10 — REFUNDS

10.1 REFUNDABILITY

Except as provided in Articles 7.1.2, 10.2 and 10.3 of these Conditions, all monies paid for flights operated by InseIAir are refundable (providing that the original fare was refundable) less an administration fee based on the class of fare purchased.

10.2 INVOLUNTARY REFUNDS

10.2.1 If InseIAir cancels a flight, fails to operate a flight reasonably according to schedule or ceases to operate a route, the amount of the refund shall be:

10.2.1.1 If no portion of the Ticket has been used, an amount equal to the fare paid plus any associated taxes, fees and charges paid and collected by us. Any taxes, fees or charges paid for by you to other agencies are a matter entirely between you and them;

10.2.1.2 If a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used plus any associated taxes, fees and charges paid (and collected by us) in respect of that part of the journey not undertaken.

10.3 BEREAVEMENTS

In the event of a bereavement of an immediate family member (as defined in Article 1) within fourteen days of travel InseIAir will upon application, make a refund in line with Article 10.2.

ARTICLE 11 — CONDUCT ABOARD AIRCRAFT

11.1 GENERAL

If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, drug consumption, or behave in a manner which InseIAir reasonably believe may cause or does cause discomfort, inconvenience, damage or injury to other passengers or the crew, InseIAir may take such measures as InseIAir deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft. No refund for any unused portion of your ticket will be made by us to you.

11.1.1 Consumption of alcoholic beverages onboard all InseIAir operated aircraft is strictly prohibited unless such beverage was provided, either paid or free of charge, by an InseIAir cabin crew member during the regular course of his or her duties.

11.1.2 In the event that your actions or inactions require an InseIAir flight to divert for immediate or emergency landing, you may be held liable for any fees, fines, costs, or charges as a result of such diversion including compensation due other passengers under section 9.3.

11.2 ELECTRONIC DEVICES

For safety reasons, InseIAir may forbid or limit operation aboard the aircraft of electronic equipment at the instruction of the flight and cabin crew, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

ARTICLE 12 — ADMINISTRATIVE FORMALITIES

12.1 GENERAL

12.1.1 Each passenger is responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements, for yourself and any accompanying animals, including service animals, of countries to be flown from, into or through which you transit.

12.1.2 InsetAir shall not be liable for the consequences to any Passenger or accompanying animal resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

12.2 TRAVEL DOCUMENTS

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. InsetAir reserves the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order, or appear to be incomplete.

12.3 REFUSAL OF ENTRY

If you are denied entry into any country, you may be responsible to pay any fine or charge assessed against InsetAir by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us and InsetAir may at our sole discretion use the monies paid on unused portions of your ticket as (partial) payment of any costs incurred by us in removing you as directed by the Government concerned.

12.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If InsetAir is required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. InsetAir may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

12.5 CUSTOMS INSPECTION

If required, you shall attend inspection of your Baggage, by customs or other governmental or airport authorities. InsetAir is not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

12.6 SECURITY INSPECTION

You shall submit to any security checks by duly authorized representatives of governments or airport authorities or by us.

ARTICLE 13 - LIABILITY FOR DAMAGE

13.1 NOTICE OF LIABILITY LIMITS BY INTERNATIONAL CONVENTION

Any applicable conventions or international treaties, namely the Warsaw Convention, that limit the financial liability of InsetAir are incorporated into these general conditions of carriage by reference.

13.2 STATED LIABILITY LIMITATIONS

13.2.1 InsetAir will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.

13.2.2 InsetAir is not liable to any passenger for any Damage arising from InsetAir's compliance with applicable laws or Government rules and regulations, or from the passenger's failure to comply with the same.

13.2.3 Our liability in the case of Damage, Loss, or Theft of Checked Baggage shall be limited to USD 20 per kilo (or equivalent) per passenger for checked baggage only.

13.2.4 InsetAir is not liable for any Damage caused by Passengers and/or Passenger Checked or Unchecked Baggage. Passenger shall be responsible for any Damage caused by the Passenger and/or Passenger's Baggage to other persons or property, including InsetAir or Airport property.

13.2.5 InsetAir shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under Article 8.3, or for unsuitably packed, perishable, damaged or fragile Baggage or for damage to the exterior of Baggage (e.g. scratches, stains, soiling, dents, tears or rips) resulting from normal wear and tear, or for water damage to Baggage.

13.2.6 InsetAir is not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

13.2.7 The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our agents, employees and representatives to the same extent as they apply to InsetAir. The total amount recoverable jointly from us and from such employees, representatives and persons shall not exceed the amount of our own liability, if any.

13.2.8 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

ARTICLE 14 — TIME LIMITATION ON CLAIMS AND ACTIONS

14.1 TIME LIMITATION OF CLAIMS - BAGGAGE

14.1.1 Acceptance of Checked Baggage by the bearer of the Baggage Identification Tag, without complaint and without completion of a Property Irregularity Report at the time of delivery, is prima facie evidence that it has been delivered in good condition and in accordance with the agreement for carriage. All limits to baggage claims are outlined in section 13.2.3.

14.1.2 If you wish to file a claim or an action regarding Damage to or loss of Baggage, you must notify the destination InsetAir station within 24 hours of arrival with information from the original baggage identification tag(s) and complete a Property Irregularity Report. Failure to notify InsetAir within this time frame shall waive any and all passenger rights to claim for baggage loss or damage.

14.1.3 Notification of claim of lost luggage must additionally be followed by written notification, including original baggage identification tag(s), if not provided in the previous notification, within 7 days of arrival. Failure to provide InselAir with written notification within this time frame shall waive any and all passenger rights to claim of baggage loss.

14.1.4 If an item of your checked baggage is reported lost and cannot be found within 21 days, it shall be presumed to be lost. Passengers must request compensation within a further twenty-one (21) days, failing which InselAir shall not be liable to you.

14.2 TIME LIMITATION OF ACTIONS – OTHER THAN BAGGAGE

Any claim of InselAir liability by the passenger shall be waived if an action, or notification of action, is not brought within two years of the date of arrival at destination, the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped, whichever occurs first.

14.3 NOTIFICATION OF CLAIMS AND ACTIONS

All the claims or actions mentioned in this article must be made in writing, within the aforesaid time limits.

ARTICLE 15 - PRIVACY TERMS

15.1 InselAir endeavors to protect your privacy. No personal information will be disclosed to third parties except in compliance to these terms. However, by making use of our services you agree to InselAir's general terms in which InselAir may share customer information with affiliated companies, business partners and/or unaffiliated third parties to fulfill the products and services you have requested and to process your information for our administrative and analytical purposes. Additionally, InselAir may combine the information we receive from you with information collected from other sources. This information may be used to provide offers and/or services specifically tailored to your interest. You may receive offers from InselAir and/or carefully-selected third party companies with which InselAir have a business relationship. These third parties are subject to stringent data security and confidentiality and, upon completion of their services, all customer information is returned to InselAir or destroyed.

15.2 InselAir gathers, and will be, in possession of the private and personal information of users of StarMiles members and passengers including, but not limited to the following data: name, address, e-mail address, telephone number, date of birth and gender, personal travel preferences and interests. Information can be provided by the user voluntarily - this information is used to provide a better service to users; and Information provided automatically (e.g. cookies) – this information is gathered to better your browsing and interaction with InselAir.

Users of StarMiles members or passengers may indicate if they do not wish to receive any information about the activities, products and services of InselAir and business partners, or designate email preferences.

The following options are provided to opt out of being contacted;

- You can log in and visit Insel StarMiles profile page if you want to modify your subscription, e-mail and contact preferences;
- You can call InselAir customer service center at +599-9-737-0444 (Curaçao), +297-5821200 (Aruba),

+1-800-386-4800 (USA) or +31-20-708-4806 (Europe) if you have any questions about changing your contact preferences or require assistance in removing our name from any subscription lists;

- If you no longer wish to receive InselAir's e-newsletter, you can click on the unsubscribe link at the bottom of each e-newsletter.

15.3 SECURITY REGULATIONS

Security regulations of several countries may require InselAir to provide foreign and domestic government agencies with access to the data you disclose and data that InselAir have about you and your travel history, plans or status. Further, InselAir may disclose personally identifiable information to government authorities or to third parties pursuant to a subpoena or other legal process. Personally identifiable information and travel data may also be collected, used, processed and transferred to facilitate travel, including obtaining immigration and customs clearance, and to comply with, or assist in the development of, security or safety measures for passengers, baggage or cargo. InselAir reserves the right to collect, use, process and disclose personally identifiable information and travel data to protect the rights or property of InselAir, the customers, the websites, or the users, for fraud detection or prevention, for the prevention, detection, apprehension or prosecution of criminal acts or when InselAir believes in good faith that it is in the interest of aviation security or that disclosure is otherwise necessary or advisable.

ARTICLE 16 – AUTHORITY TO CHANGE CONTRACT

No agent, employee or representative of InselAir has authority to alter, modify or waive any provision of the Conditions of Carriage unless authorized in writing by a corporate director of InselAir.

ARTICLE 17— INTERPRETATION

The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text. These terms and conditions are filed with the Court of First Instance, Willemstad, Curaçao, and in Aruba in the English language. Any translation of this text to other languages or formats, including electronic forms, is for convenience only and legality shall revert to the original, or its amendments, as filed, with or without notice.

Last updated on Wednesday, August 28th 2014

Contact us

Contact us

Local offices

General F.A.Q.

General Conditions

Customer Service Plan

Tarmac delay plan

Share page

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS

HECTOR G. SAADE, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Miami-Dade

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

John Cody German, Esq.
Cole, Scott & Kissane, P.A.
9150 South Dadeland Blvd., Suite 1400, Miami, Florida 33156
(786) 268-6415

DEFENDANTS

INSEL AIR f/k/a INSEL AIR INTERNATIONAL B.V., a Netherlands Antilles limited liability company, & INSEL AIR

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED.

Attorneys (If Known)

(d) Check County Where Action Arose: ☒ MIAMI-DADE ☐ MONROE ☐ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Re-filed- (see VI below) ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S).

(See instructions second page):

a) Re-filed Case ☐ YES ☒ NO

b) Related Cases ☐ YES ☒ NO

JUDGE

DOCKET NUMBER

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

18 U.S.C. 1391(b)-(c), 28 U.S.C. 1332(d)(2), Class Action Fairness Act of 2005, Breach of Contract act

LENGTH OF TRIAL via 3 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: ☒ Yes ☐ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD

DATE

May 30, 2017

FOR OFFICE USE ONLY

AMOUNT

RECEIPT #

IFP

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

(d) Choose one County where Action Arose.

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States District Courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553
 Brief Description: Unauthorized reception of cable service

VIII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida



HECTOR G. SAADE, individually and on behalf of all
others similarly situated

Plaintiff(s)

v.

INSEL AIR f/k/a IINSEL AIR INTERNATIONAL B.V., a
Netherlands Antilles limited liability company, &
INSEL AIR ARUBA N.C., an Aruban company.

Defendant(s)

Civil Action No. 1:17-cv-22003

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* INSEL AIR f/k/a INSEL AIR INTERNATIONAL B.V.
1200 South Pine Island Road
Plantation, Florida 33324

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

John Cody German, Esq.
COLE, SCOTT & KISSANE, P.A.
9150 South Dadeland Boulevard, Suite 1400
Miami, Florida 33156

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 1:17-cv-22003

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida



HECTOR G. SAADE, individually and on behalf of all
others similarly situated

Plaintiff(s)

v.

Civil Action No. 1:17-cv-22003

INSEL AIR f/k/a IINSEL AIR INTERNATIONAL B.V., a
Netherlands Antilles limited liability company, &
INSEL AIR ARUBA N.C., an Aruban company.

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* INSEL AIR ARUBA N.C.
Miami International Airport
Concourse G - Room 3464
Miami, Florida 33126

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

John Cody German, Esq.
COLE, SCOTT & KISSANE, P.A.
9150 South Dadeland Boulevard, Suite 1400
Miami, Florida 33156

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 1:17-cv-22003

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Consumer Says Insel Air Breached Contracts with Passengers with 'Exit Fees'](#)
