



# GENERAL CONDITIONS OF CARRIAGE

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## **1 Article 1 DEFINITIONS**

In these Conditions of Carriage, the following expressions mean:

"AGREED STOPPING PLACES" means those places, except the place of departure and the place of destination, set forth in the Ticket or shown in CAL's timetables as scheduled stopping places on the Passenger's route.

"AIRLINE DESIGNATOR CODE" means the two or three letters or the letter and number which identify particular air carriers.

"AGENT" means the capacity in which CAL is acting when facilitating the sale of certain services. As an agent for third parties CAL is not a principal to any contract.

"AUTHORISED AGENT" means a passenger sales agent who has been appointed by CAL to represent CAL in the sale of air passenger transportation over the services of Carrier and, when authorised, over the services of other air Carriers.

"BAGGAGE" means personal property accompanying a Passenger on flight. Unless otherwise specified, it includes both Checked and Unchecked Baggage of the Passenger.

"BAGGAGE CHECK" means those portions of the Ticket which relate to the carriage of Passenger's Checked Baggage.

"BAGGAGE IDENTIFICATION TAG" means a document issued by Carrier solely for identification of each piece of Checked Baggage.

"BOARDING PASS" means the document, either in paper or electronic form, that is issued to a Passenger as evidence that a Passenger has checked-in for a flight.

"CAL" means CHINA AIRLINES LIMITED.

"CARRIER" means other air carriers issuing the Ticket or that carry or undertake to carry the Passenger and/or his Baggage, or perform or undertake to perform any other services related to such air carriage.

"CARRIER'S REGULATIONS" means rules, other than these Conditions of Carriage, as may be published by CAL and/or issued to Passengers and in effect on date of Ticket issue, governing carriage by air of Passengers and/or Baggage and shall include but not be limited to applicable Fare conditions, applicable law or government regulations that may apply to the carriage and any applicable Tariffs in force.

"CHARGES" means any charges, surcharges, fees and taxes.

"CHECKED BAGGAGE" means Baggage of which CAL takes sole custody and for which CAL has issued a Baggage Check or Baggage Identification Tag or both and travels in the hold of the aircraft.

"CHECK-IN DEADLINE" means the time limit CAL has set by which Passenger must have completed check-in formalities and received a boarding pass.

"CONDITIONS OF CARRIAGE" means these conditions of carriage or another Carrier's conditions of carriage as the case may be.

"CONNECTING FLIGHT" means a subsequent flight providing onward travel on the same Ticket or on a conjunction Ticket.

"CONJUNCTION TICKET" means a Ticket issued to a Passenger in conjunction with another Ticket which together constitute a single contract of carriage.

"CONVENTION" means whichever of the following instruments are applicable to the contract of carriage:

The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);

The Warsaw Convention as amended at The Hague on 28 September 1955;

The Warsaw Convention as amended by Additional Protocol No.1 of Montreal 1975;

The Warsaw Convention as amended at The Hague 1955 and by Additional Protocol No.2 of Montreal 1975;

The Warsaw Convention as amended at The Hague and by Additional Protocol No.4 of Montreal 1975;

Guadalajara Supplementary Convention, signed at Guadalajara, 19 September 1961;

The Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (hereinafter referred to as the Montreal Convention).

"DAYS" means 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 that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or flight commenced, shall not be counted.

"ELECTRONIC COUPON" means an electronic Flight Coupon or other value document held in CAL's database.

"ELECTRONIC TICKET" means the Itinerary/Receipt, the Electronic Coupons and, if applicable, a boarding document issued by or on behalf of CAL.

"FORCE MAJEURE" means unusual and unforeseeable circumstances beyond the control of CAL and the consequences of which could not have been avoided even if all reasonable measures have been taken.

"FARE" means the amount paid or to be paid for the relevant flight as published by CAL and subject to any applicable Tariffs in force. This also includes but is not limited to children's fares and infants' fares, which are calculated as a percentage of the Fares referred to above.

"FLIGHT COUPON" means that portion of the Ticket that bears the notation "good for passage", or in the case of an Electronic Ticket it means the Electronic Coupon, and indicates the particular places between which a Passenger is entitled to be carried.

"ITINERARY/RECEIPT" means a document or documents issued to a Passenger forming part of the Electronic Ticket which contains the passenger's name, flight information and notices required under the Convention or as otherwise required.

"PASSENGER" means any person, except members of the operating crew, who is carried, or is to be carried on an aircraft pursuant to a Ticket.

"PASSENGER COUPON" or "PASSENGER RECEIPT" means that portion of the Ticket which is so marked and which ultimately is to be retained by the Passenger.

"SDR" means a Special Drawing Right as defined by the International Monetary Fund.

"STOPOVER" means a scheduled stop on Passenger's journey at a point between the place of departure and the place of destination.

"TARIFF" means the published fares, charges and/or related conditions of carriage of an airline which have been filed, where required, with the appropriate authorities.

"TICKET" means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by or on behalf of CAL.

"UNCHECKED BAGGAGE" means any Baggage of the Passenger other than Checked Baggage which a Passenger takes on to the aircraft in accordance with these Conditions of Carriage.

"USA" means the United States of America.

"VALIDITY PERIOD" means the period for which Passenger's Ticket is valid for travel.

## **2 Article 2 APPLICABILITY**

### **2.1 General**

2.1.1 Except as provided in Articles 2.2 - 2.5, these Conditions of Carriage apply to all carriage by air of Passengers and Baggage, performed by CAL for reward and form part of the contract of carriage between CAL and the Passenger, together with notices contained in the Ticket and Carrier's Regulations.

2.1.2 These Conditions also apply to gratuitous and reduced Fare carriage except to the extent that CAL has provided otherwise in its Carrier's Regulations or in the relevant contracts, passes or Tickets.

### **2.2 Code-shares**

2.2.1 On certain services CAL has arrangements with other airlines known as 'Code Shares'. This means that, even if the Passenger has a reservation with CAL, the flight may be operated by another Carrier on that Carrier's aircraft. If such code share arrangements apply to the flight, CAL or its Authorised Agents will let the Passenger know at the time the Passenger makes a reservation. These Conditions of Carriage apply to travel on CAL's flights or flight segments, where 'China Airlines' or the Airline Designator Code 'CI' is shown as the carrier on the Ticket.

2.2.2 If CAL issues a Ticket for the Passenger to be carried by another Carrier on its Airline Designator Code, CAL does so only as agent for that Carrier and the Conditions of Carriage of the operating Carrier applies. Each operating Carrier has terms and conditions with respect to the operations of its own flights, which may differ from these Conditions of Carriage. Terms and conditions that may differ from between CAL and the operating Carrier, include but not limited to:

- a) Reservations, ticketing policies and procedures;
- b) Check-in policies and procedures and time limits;
- c) Refusal and limitation of carriage; and
- d) Flight disruption handling policies and procedures.

2.2.3 In the event of lengthy tarmac delays to code-share flights at an airport in the USA, the operating Carrier's contingency plan for lengthy tarmac delays will govern Passenger's rights, if different from the marketing Carrier.

2.2.4 In the event of a tarmac and/or mass flight delay at other airports, the operating Carrier's relevant contingency plan may apply.

### **2.3 Carriage to/from USA and Canada**

2.3.1 Carriage to/from Canada - these Conditions of Carriage apply to carriage between places in Canada or between a place in Canada and any place outside thereof, only to the extent they are incorporated in tariffs in force in Canada.

2.3.2 Carriage to/from USA - these Conditions of Carriage are modified for Passengers travelling to or from USA and its territories in accordance with US Department of Transportation requirements and to the extent they are incorporated in tariffs in force in USA.

## **2.4 Charters**

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference by the terms of the charter agreement and the charter ticket.

## **2.5 Overriding Law**

To the extent that any provision contained or referred to herein is contrary to anything contained in the Tariffs, Convention, where applicable and in any applicable laws, governments regulations, orders or requirements that cannot be waived by agreement of the parties, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision which shall remain valid.

## **2.6 Conditions Prevail Over Regulations**

Except as provided herein, in the event of inconsistency between these Conditions of Carriage and Carrier's Regulations, these Conditions shall prevail, except where Tariffs in force in the USA or Canada apply, in which case the Tariffs shall prevail.

## **2.7 Translations**

Where a translation of these Conditions of Carriage is made available in a language other than English, in the event of a conflict between the English version of these Conditions and any translation, the Mandarin language version shall apply.

# **3 Article 3 TICKETS**

## **3.1 Ticket Prima Facie Evidence of Contract**

3.1.1 The Ticket constitutes prima facie evidence of the contract of carriage between CAL and the Passenger named on the Ticket. CAL will provide carriage only to the Passenger holding such Ticket, or holding, as proof of payment or part payment, any other document issued by CAL or its Authorised Agent. The Ticket is and remains at all times the property of the issuing Carrier. The conditions of contract contained in the Ticket are a summary of some of the provisions of these Conditions of Carriage.

### **3.1.2 Requirement for Ticket and Identification**

Except in the case of an Electronic Ticket, a person shall not be entitled to be carried on a flight unless that person provides appropriate identification and presents a Ticket valid and duly issued in accordance with these Conditions of Carriage and/or Carrier's Regulations and containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. A Passenger shall furthermore not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by Carrier or its Authorised Agent. In the case of an Electronic Ticket, a person shall not be entitled to be carried on a flight unless that person provides appropriate identification and has an Electronic Ticket that is valid and duly issued in accordance with these Conditions of Carriage and/or Carrier's Regulations and contained in Carrier's database.

### **3.1.3 Loss, etc. of Ticket**

In case of loss or mutilation of a Ticket, or part thereof, or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, CAL or the issuing Carrier may at the Passenger's request and subject to Carrier's Regulations, replace such Ticket or part thereof by issuing a new Ticket on receipt of proof satisfactory that a Ticket valid for the flights in question was duly issued, provided that the Passenger undertakes in such form as may be prescribed by CAL or the issuing Carrier to pay any costs and losses reasonably incurred resulting from the misuse of the Ticket. The Passenger

may be required to pay up to the Fare applicable to the new Ticket. In the event, and to the extent, that the lost or missing Ticket or the missing Flight Coupons are used by any person within the period of validity of the Ticket, or that refund in respect thereof is made to any person. CAL or the issuing Carrier may charge a service fee for this service, as set out in Carrier's Regulations, unless the loss or mutilation was due to the negligence of CAL or the issuing Carrier.

#### 3.1.4 Ticket not transferable

A Ticket is not transferable. If a Ticket is presented by someone other than the person entitled to be carried, CAL will refuse to carry that person. However, if someone other than the person entitled to be carried on a Ticket presents or travels pursuant to that Ticket or is given a refund in connection therewith, CAL shall not be liable to the person so entitled if in good faith it provides carriage, or makes a refund.

### 3.2 Period of Validity

A Ticket is valid for carriage for one year from the date of commencement of travel or if no portion of the Ticket is used, from the date of issue, except as otherwise provided in the Ticket, these Conditions of Carriage, Carrier's Regulations or applicable Tariffs.

#### 3.2.1 If a Passenger is prevented from travelling within the period of validity of the Ticket because CAL:

- a) cancels the flight on which the Passenger holds a reservation; or
- b) omits a scheduled stop, being the Passenger's place of departure, place of destination or a Stopover; or
- c) fails to operate a flight reasonably according to schedule; or
- d) causes the Passenger to miss a connection; or
- e) substitutes a different class of service; or
- f) is unable to provide previously confirmed space,

the validity of such Passenger's Ticket will be extended until CAL's first flight on which space is available in the class of service for which the Fare has been paid.

#### 3.2.2 When a Passenger is prevented from travelling within the period of validity of the Ticket because at the time such Passenger requests reservations CAL is unable to provide space on the flight, the validity of such Passenger's Ticket will be extended in accordance with Carrier's Regulations.

#### 3.2.3 When a Passenger, after having commenced his or her journey, is prevented from travelling within the period of validity of the Ticket by reason of illness, CAL will may extend, (provided such extension is not precluded by Carrier's Regulations applicable to the Fare paid by the Passenger) the period of validity of such Passenger's Ticket until the date when the Passenger becomes fit to travel according to a medical certificate, or until CAL's first flight after such date from the point where the journey is resumed on which space is available in the class of service for which the Fare has been paid. When the flight coupons remaining in the Ticket, or in the case of an Electronic Ticket, the Electronic Coupon, involve one or more Stopover, the validity of such Ticket, subject to Carrier's Regulations, will be extended for not more than three (3) months from the date shown on such certificate. Notwithstanding the above, when the Fare paid is a special Fare with validity shorter than that of normal Fare, the validity of such Ticket will be extended for not more than seven (7) DAYS. In such circumstances, CAL will extend similarly the period of validity of Tickets of other members of the Passenger's immediate family accompanying an incapacitated Passenger.

- 3.2.4 In the event of death of a Passenger en route, the Tickets of the persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family accompanying the Passenger may be likewise modified. Any such modification shall be made upon receipt of a proper death certificate and any such extension of validity shall not be for a period longer than forty-five (45) DAYS from the date of the death.

### **3.3 Flight Coupon Sequence**

- 3.3.1 CAL will honour Flight Coupons, or in the case of an Electronic Ticket, an Electronic Coupon, only in sequence from the initial place of departure as shown on the Ticket.
- 3.3.2 The Ticket may not be valid and CAL may not honour the Passenger's Ticket if the first Coupon for international travel has not been used and the Passenger commences his or her journey at any stopover or agreed stopping place.
- 3.3.3 The Passenger will be accepted for carriage in the class of service specified therein on the date and flight for which accommodation has been reserved. When Tickets are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions of the relevant Fare and the availability of space on the flight applied for.

### **3.4 Name and Address of Carrier**

CAL's name may be abbreviated to the Airline Designator Code 'CI' on the Ticket. CAL's address is No.1, Hangzhan S. Rd, Dayuan Township, Taoyuan County 33758, Taiwan, R.O.C.

## **4 Article 4 STOPOVERS**

Stopovers may be permitted at Agreed Stopping Places subject to government requirements, these Conditions of Carriage, Carrier's Regulations and CAL's timetables. Stopovers will be permitted only if arranged with Carrier in advance and specified on the Ticket and additional charges payable.

## **5 Article 5 FARES and CHARGES**

### **5.1 General**

Fares apply only for carriage by air from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports or between airports and town terminals unless expressly stated.

### **5.2 Applicable Fares**

- 5.2.1 When the Passenger makes a booking, CAL or its Authorised Agent will notify the Passenger of the applicable Fare to be paid. If the booking is made for a flight to or from the USA and is made at least one week prior to the flight departure date, CAL will hold the booking for a period of twenty-four (24) hours, after which time payment will become immediately due. If the booking for the flight to or from the USA is made within one week of the flight departure date, payment will become due immediately.
- 5.2.2 In all circumstances whereby payment is not made in accordance with Article 5.2, whether with CAL's agreement or otherwise, the Fare quoted by CAL, at the time of making the reservation shall be given for information purposes only and is subject to change at any time prior to payment being made.
- 5.2.3 Applicable Fares for carriage by air governed by these Conditions of Carriage are those published by and on behalf of CAL or, if not so published,

constructed in accordance with Carrier's Regulations. Subject to government requirements, these Conditions of Carriage and/or Carrier's Regulations, the applicable Fare is the Fare valid for carriage on the date of each flight specified on the Ticket, or in the case of an Electronic Ticket, as indicated for each flight segment in the Itinerary/Receipt in effect on the date the Ticket is purchased. If the amount that is collected is not the applicable Fare, the difference shall be paid by the Passenger, or, as the case may be, refunded by CAL, in accordance with Carrier's Regulations.

### **5.3 Routing**

Unless otherwise provided in these Conditions of Carriage and/or Carrier's Regulations, Fares apply only to routings published in connection therewith. If there is more than one routing at the same Fare, the Passenger may specify the routing prior to issue of the Ticket. If no routing is specified, Carrier may determine the routing.

### **5.4 Taxes and Charges**

- 5.4.1 Any Charges imposed by any government or other authority, or by an operator of an airport, in respect of a Passenger or the use by a Passenger of any services or facilities will be in addition to the published Fares and Charges and shall be payable by the Passenger, except as otherwise provided in these Conditions of Carriage and/or Carrier's Regulations.
- 5.4.2 Any Charges which are not included in the Fare will be shown separately on the Ticket.
- 5.4.3 Charges are changing constantly and can be imposed or altered after the date that the Ticket has been issued. Passengers are advised at the time of the Ticket purchase of the potential for an increase or imposition of such additional Charges after the Ticket has been purchased, and the Passenger consents to paying these additional Charges.
- 5.4.4 Similarly, if any Charges paid when the Ticket was issued are subsequently abolished or reduced, the Passenger will be entitled to a refund. If a portion of the Ticket has not been utilised, the Passenger will be entitled to claim a refund of any unused Charges which had been paid.

### **5.5 Currency**

Fares and Charges are payable in any currency acceptable to CAL. When payment is made in a currency other than the currency in which the Fare is published, such payment will be made at the rate of exchange established in accordance with Carrier's Regulations.



## **6 Article 6 RESERVATIONS**

### **6.1 Reservation Requirements**

- 6.1.1 Reservations are not confirmed until recorded as accepted by CAL or its Authorised Agent.
- 6.1.2 As provided in Carrier's Regulations, certain Fares may have conditions which limit or exclude the Passenger's right to change or cancel reservations.
- 6.1.3 Notwithstanding the foregoing, if the booking is made for a flight to or from the USA a Passenger may hold a reservation at the quoted Fare without payment, or cancel the reservation without penalty, for at least twenty-four (24) hours after the reservation is made if the reservation is made one week or more prior to a flight's departure.
- 6.1.4 If the booking for the flight to or from the USA has been made more than one week prior to the scheduled departure date, the Passenger may cancel within twenty-four (24) hours of the booking being made and receive a full refund.

### **6.2 Ticketing Time Limits**

If a Passenger has not paid for the Ticket (or made credit arrangements with the Carrier or its Authorised Agent) prior to the specified ticketing time limit, the Carrier may cancel the reservation.

### **6.3 Personal Data**

- 6.3.1 The Passenger recognises that personal data has been given to CAL for the purposes of making a reservation, purchasing and issuing a Ticket, providing the Passenger with transportation and any related services and facilities, obtaining ancillary services including accounting, billing and auditing, verifying and screening credit or other payment cards, facilitating immigration and customs control, safety, security, health, administrative and legal purposes, statistical and marketing analysis; operating and facilitating the Passenger's participation in frequent flyer programmes, systems testing, maintenance and development, customer relations, making available such personal data to government agencies and emergency services in connection with the Passenger's travel, assisting CAL in future dealings with Passenger, and conducting direct marketing activities and market research (which CAL will only do at Passenger's request or with Passenger's consent).
- 6.3.2 For these purposes, the Passenger authorises CAL to retain such data and to transmit, share and release Passenger's personal information to the CAL's offices, CAL's subsidiary companies and other companies involved including other Carriers and/or providers of such services or the relevant government agencies, in whatever country they are located in providing the Passenger with transportation or related services and facilities, alliance partners, data processors, agents, government enforcement agencies, and credit and other payment companies and screening companies and used in the ways described in these Conditions of Carriage and CAL's Privacy/Security Statement. Subject to the applicable laws and regulations, the Passenger may access their personal data held by CAL. Where the Passenger believes the information is inaccurate, the Passenger can contact CAL to update the information. The collection and use of such personal data will be in accordance with CAL's Privacy/Security Statement.
- 6.3.3 Any person booking flights with CAL for other people shall be deemed to have accepted these Conditions of Carriage on behalf of all Passengers named in a booking and it is the responsibility of the person making the booking to bring these Conditions of Carriage to the Passenger/s' attention and to notify the other Passengers named in the booking that their personal information will be

collected, retained, used in the ways described in these Conditions of Carriage and CAL's Privacy/Security Statement.

#### **6.4 Seating**

CAL does not guarantee to provide any particular seat in an aircraft and the Passenger agrees to accept any seat that may be allotted on the flight. Passengers who have pre-selected their seats or purchased specific seats are advised that CAL reserves the right to change the Passenger's seat at any time, even after boarding of an aircraft. This may be necessary for operational, safety or security reasons. Where CAL is unable to provide a seat in the booked cabin or in the case of a Passenger who self-identifies as having a disability, CAL will act in accordance with the applicable laws or regulations.

#### **6.5 Service Charge When Space Not Occupied**

Except in the case of travel on non-refundable Fares, a Passenger may be required to pay a reasonable service charge, in accordance with these Conditions of Carriage and/or Carrier's Regulations, if a Passenger fails to use the space for which a reservation has been made or cancel a reservation within the cancellation time limit prescribed in these Conditions of Carriage and/or Carrier's Regulations. The service charge may not be payable if the Passenger's failure to cancel his reservation or to arrive in time is due to a flight delay or cancellation, or omission of a scheduled stop, or failure to provide reserved space for medical reasons supported by a doctor's certificate.

#### **6.6 Reconfirmation of Reservations**

Onward or return reservations may be subject to the requirement to reconfirm the reservation in accordance with and within the time limits specified in Carrier's Regulations or other Carriers. Failure to comply with any such requirement may result in cancellation of any onward or return reservations.

#### **6.7 Cancellation of Onward Reservations Made by Carrier**

If a Passenger does not use a reservation and fails to advise CAL, CAL may cancel or request cancellation of any onward or return reservations.

#### **6.8 Passengers Requiring Advance Arrangement**

6.8.1 Except where otherwise required by applicable laws, persons with a disability, permanent reduction in mobility or temporary reduction in mobility, unaccompanied minors, pregnant women, persons with illness or other persons requiring special assistance (including travel with a service or comfort animal) should contact CAL a minimum of forty-eight (48) hours in advance with details of any assistance required and as to the carriage of any mobility aids. In the event notification is received less than forty-eight (48) hours prior to the scheduled time of departure, CAL will make all reasonable efforts to accommodate the assistance required. CAL may decide not to carry unaccompanied children, pregnant women or persons with illness or requiring special assistance if prior arrangements to carry them have not been made before check-in. To the extent permitted by applicable laws, CAL is not liable to any Passenger for any loss or expense arising out of the Passenger's failure to make such prior arrangement or comply with the applicable conditions in accordance with these Conditions of Carriage and/or CAL's Regulations.

6.8.2 Where responsibility for the provision of assistance is assigned to other bodies by virtue of any applicable law, CAL shall not be liable for any failings in the provision of assistance, unless the applicable law provides otherwise.

## **7 Article 7 CHECK-IN**

### **7.1 Check-in at a Desk or at an Airport Kiosk**

- 7.1.1 The Passenger shall arrive at CAL's check-in location or on certain routes, and where available, at a kiosk located in the designated check-in area, and boarding gate sufficiently in advance of flight departure to permit completion of any government formalities and departure procedures, and in any event, not later than the Check-in Deadline.
- 7.1.2 If the Passenger fails to complete check-in formalities by the Check-in Deadline or fails to be present at the boarding gate on time or appears improperly documented and not ready to travel, CAL may cancel the space reserved for the Passenger and will not delay the flight. CAL reserves the right not to accept any Passenger for travel if the Passenger fails to present himself/herself for travel at the check-in desk by the Check-in Deadline. CAL is not liable to the Passenger for loss or expense due to the Passenger's failure to comply with the provisions of this Article.

### **7.2 Check-in Online**

- 7.2.1 On certain routes, online check-in may be available. Where applicable, the Passenger may check-in online and print out a boarding pass not later than the time specified by CAL. The Passenger may proceed straight to security on arrival at the airport and must be present at the boarding gate ready for boarding in accordance with Article 7.1.
- 7.2.2 If the Passenger fails to arrive in time at the boarding gate or appears improperly documented and not ready to travel, CAL may cancel the space reserved for the Passenger and will not delay the flight. CAL is not liable to the Passenger for loss or expense due to the Passenger's failure to comply with the provisions of this Article.
- 7.2.3 Where online check-in is not available or is not completed, the Passenger must check-in in accordance with Article 7.1. Online check-in will only be completed once all the on-screen formalities have been completed. Where the Passenger checks-in online and has Baggage to be checked-in, the Passenger must proceed to the bag-drop desk not later than the time indicated by CAL to check-in the Baggage. The bag-drop desk will close at the same time check-in at the airport closes.

## **8 Article 8 REFUSAL AND LIMITATION OF CARRIAGE**

### **8.1 Right to Refuse Carriage**

CAL may refuse carriage of any Passenger or Passenger's Baggage if, in the exercise of its reasonable discretion, CAL determines that:

- 8.1.1 such action is necessary for reasons of safety; or
- 8.1.2 if the Passenger has breached any terms of these Conditions of Carriage and/or Carrier's Regulations; or
- 8.1.3 such action is necessary in order to comply with any applicable laws, regulations, or orders of any state or country to be flown from, into or over; or
- 8.1.4 the conduct, age, or mental or physical state (including impairment from alcohol or drugs) of the Passenger is such as to:
- 8.1.4.1 require special assistance from CAL and the arrangements provided for in Article 6.8; or
  - 8.1.4.2 cause discomfort or make himself or herself objectionable to other Passengers; or

- 8.1.4.3 involve any hazard or risk to himself or herself or to other persons or to property; or
- 8.1.4.4 use threatening, abusive or insulting words or behave in a threatening, abusive or insulting manner to CAL's ground staff, members of the flight crew or other Passengers including, but not limited to prior to or during the flight or boarding the aircraft or disembarkation from a connecting flight; or
- 8.1.4.5 appear to present a hazard or risk to himself or herself, other Passengers, flight crew, the aircraft or any other persons or property; or
- 8.1.4.6 there is cause to reasonably believe the Passenger is in unlawful possession of drugs; or
- 8.1.5 such action is necessary because the Passenger has failed to observe the lawful instructions of CAL including non-compliance with these Conditions of Carriage in relation to the carriage of dangerous or prohibited goods; or
- 8.1.6 the Passenger commits a criminal offence during check-in or boarding or on board the aircraft; or
- 8.1.7 the Passenger has refused to submit to a security check; or
- 8.1.8 the applicable Fare or any Charges payable have not been paid, or credit arrangements agreed between CAL and the Passenger (or the person paying for the Ticket) have not been complied with; or
- 8.1.9 the Passenger does not appear to be properly documented; or
  - 8.1.9.1 the Passenger may seek to enter a country through which he or she is in transit, or for which he or she does not have valid travel documents, or
  - 8.1.9.2 the Passenger may destroy his or her documentation during flight, or
  - 8.1.9.3 the Passenger will not surrender travel documents to be held by the flight crew, against receipt, when so requested by CAL; or
- 8.1.10 the Ticket presented:
  - 8.1.10.1 has been acquired unlawfully, or
  - 8.1.10.2 has not been issued by CAL or its Authorised Agent or another issuing Carrier; or
  - 8.1.10.3 has been reported as being lost or stolen, or
  - 8.1.10.4 is a counterfeit Ticket, or
- 8.1.11 the Passenger has not used the Coupon in sequence; or
- 8.1.12 any Coupon has been altered by anyone other than CAL or its Authorised Agent, or in the case of a Flight Coupon, has been mutilated, and CAL reserves the right to retain such Ticket; or
- 8.1.13 the person presenting the Ticket cannot prove that he/she is the person named in the Ticket. CAL reserves the right to retain such paper Ticket; or
- 8.1.14 if the Fare of the Ticket issued by CAL via its website is paid by credit card, the Passenger shall present the credit card that was originally used for the corresponding purchase at the check-in counter. If the credit card holder is not the Passenger, he or she must process the credit card verification. The

Passenger shall buy another Ticket(s) on site if the required verification has not been properly completed; or

- 8.1.15 The Passenger has previously committed one of the acts or omissions referred to above.

## **8.2 Notice of refusal**

In addition to the matters set out Article 8.1, CAL will also be entitled to refuse to carry the Passenger or Passenger's Baggage if CAL has notified the Passenger in writing that CAL will not carry Passenger or Passenger's Baggage on CAL's services. If the Passenger tries to travel while the notice is in force, CAL will refuse to carry him or her.

## **8.3 Consequences of refusal to carry**

- 8.3.1 If a Passenger has been refused carriage or removed from a flight as provided for in Articles 8.1 and 8.2, CAL may cancel the remaining unused portion of the Passenger's Ticket and the Passenger is entitled to a refund for the unused sectors covered by the Ticket.
- 8.3.2 Subject to the refund for unused sectors specified in Article 8.3.1, CAL will not be liable for any damage due to any such refusal to carry or removal en route, whether arising from tort, contract or otherwise, and CAL shall be entitled to recover from the Passenger all direct and indirect costs incurred as a result of such refusal or removal including the costs of diverting a flight.

# **9 Article 9 BAGGAGE**

## **9.1 Items Unacceptable as Baggage**

- 9.1.1 The Passenger shall not include in his or her Baggage or otherwise try to bring on board the aircraft the following prohibited items:
- 9.1.1.1 items which do not constitute Baggage as defined in Article 1 hereof;
  - 9.1.1.2 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the Safe Transport of Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA Dangerous Goods Regulations), and in Carrier's Regulations (further information is available from CAL on request);
  - 9.1.1.3 items which are prohibited for carriage by the applicable laws, regulations or orders of any state to be flown from, to or over;
  - 9.1.1.4 items which are unsuitable for carriage by reason of their weight, size, shape or character or do not conform with CAL's Baggage rules, as set out in Carrier's Regulations;
  - 9.1.1.5 items which CAL reasonably determines are unsuitable for carriage because they are dangerous or unsafe;
  - 9.1.1.6 live animals, except as provided for in Article 9.10.
- 9.1.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage in accordance with Carrier's Regulations. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in Article 9.1.1.2 and prevailing national and international security regulations.

- 9.1.3 The Passenger shall not include in Checked Baggage, fragile or perishable items, artwork, cameras, video cameras and related equipment, computers, electronic and/or telecommunications equipment or devices, essential medicines, money, jewellery, precious metals, silverware, negotiable papers, share certificates, securities or other valuables, business documents, passports and other identification documents or samples, or any other valuables.
- 9.1.4 Weapons such as antique firearms, swords, knives and similar items, or any other suspicious articles hazardous to flight safety may be accepted as Checked Baggage, in accordance with Carrier's Regulations or national laws, but will not be permitted in the cabin.
- 9.1.5 Various countries have implemented restrictions on the carriage of liquids, aerosols and gels in compliance with the new guidelines set by ICAO (further information is available from CAL on request).
- 9.1.6 Any items referred to in Articles 9.1.1 or 9.1.2 are carried, whether or not they are prohibited from carriage as Baggage, the carriage thereof shall be subject to the Charges, limitations of liability and other provisions of these Conditions of Carriage applicable to the carriage of Baggage.

## **9.2 Right to Refuse Carriage**

- 9.2.1 CAL may refuse carriage as Baggage of such items described in Article 9.1 as are prohibited from carriage as Baggage, and may refuse further carriage of any such items on discovery.
- 9.2.2 CAL may refuse Carriage as Baggage any item because of its size, shape, weight or character.
- 9.2.3 Unless advance arrangements for its carriage have been made with CAL, CAL may carry on later flights Baggage which is in excess of the applicable free Baggage allowance.
- 9.2.4 CAL may refuse to accept Baggage as Checked Baggage unless in CAL's reasonable opinion, it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.
- 9.2.5 CAL may refuse Carriage as Baggage if the Passenger has refused to allow CAL to carry out the necessary safety and security checks.
- 9.2.6 CAL may refuse carriage as Baggage if the applicable Fare or any Charges payable have not been paid, or credit arrangements agreed between CAL and the Passenger (or the person paying for the Ticket) have not been complied with.

## **9.3 Right of Search**

For reasons of safety and security, CAL may request the Passenger to permit a search to be made of his or her person and his or her Baggage, and may search or have searched the Passenger's Baggage in his or her absence if the Passenger is not available, for the purpose of determining whether he or she is in possession of or whether his or her Baggage contains any item described in Article 9.1.1 or any arms or munitions which have not been presented to CAL in accordance with Article 9.1.2. If the Passenger is unwilling to comply with such request CAL may refuse to carry the Passenger and/or Baggage.

#### **9.4 Checked Baggage**

- 9.4.1 Upon delivery to CAL of Baggage to be checked, CAL shall take custody of the Baggage and issue a Baggage Identification Tag for each piece of Checked Baggage.
- 9.4.2 If Baggage has no name, initials or other personal identification, the Passenger shall affix such identification to the Baggage prior to acceptance.
- 9.4.3 Checked Baggage will be carried on the same aircraft as the Passenger unless CAL decides that it is impracticable, in which case CAL will carry the Checked Baggage on CAL's next flight on which space is available.

#### **9.5 Free Baggage Allowance**

Passengers may carry free of charge Baggage as specified and subject to the conditions and limitation in these Conditions of Carriage and/or Carrier's Regulations. Where two or more Passengers traveling as one party to a common destination or point of stopover by the same flight present themselves and their Baggage for travelling at the same time and place they shall be permitted a total free Baggage allowance equal to the combination for their individual free Baggage allowances, as documented on their Ticket or electronic booking confirmation. The Passenger may contact CAL or its Authorised Agents for details of the free Baggage allowance.

##### **9.5.1 Mobility Aids**

The following is only applicable to flights departing from, transiting through or arriving at an airport within the European Union.

Subject to advance notice of forty-eight (48) hours, possible limitations of space and relevant legislation concerning dangerous goods, Passengers with reduced mobility are permitted to carry two mobility aids, free of charge, in addition to the Passengers free Baggage allowance as set out in Carrier's Regulations

#### **9.6 Excess Baggage**

CAL reserves the right to refuse to carry Baggage in excess of the free Baggage allowance. Baggage in excess of the free Baggage allowance will be carried at CAL's discretion subject to space and weight limitations. A Passenger shall pay a charge for the carriage of Baggage in excess of the free Baggage allowance at the rate and in the manner provided in these Conditions of Carriage and/or Carrier's Regulations.

#### **9.7 Excess Value Declaration and Charge**

- 9.7.1 A Passenger may declare a value for Checked Baggage in excess of the Carrier's maximum liability, as set out in Article 16 of these Conditions of Carriage. When such declaration is made, subject to the valuation limits described in Article 9.7.2, a charge for such excess value will be payable to CAL as set out in Carrier's Regulations. CAL will not accept declaration of excess value in the case of Unchecked Baggage or other property.
- 9.7.2 No Baggage or other property of any one Passenger having a declared value in excess of US\$2,500 will be accepted for carriage by CAL, unless special arrangements have been made in advance.
- 9.7.3 CAL will refuse to accept an excess value declaration on Checked Baggage when a portion of the carriage is to be provided by another Carrier which does not offer the facility.

## **9.8 Unchecked Baggage**

- 9.8.1 Any Unchecked Baggage which the Passenger carries on to the aircraft must fit under the seat in front of the Passenger or in an enclosed storage compartment in the cabin. Items that cannot be stored in this manner, or items of weight or size in excess of the rules set out in Carrier's Regulations, or of an offensive nature, will not be permitted in the cabin.
- 9.8.2 Objects not suitable for transport in the cargo compartment (such as delicate musical instruments and the like) will only be accepted for transportation in the cabin compartment if due notice has been given in advance and agreed by CAL. The transport of such objects may be charged for separately.

## **9.9 Collection and Delivery of Baggage**

- 9.9.1 The Passenger shall collect his or her Baggage as soon as it is available for collection at places of destinations or stopover.
- 9.9.2 Only the bearer of the Baggage Identification Tag, delivered to the Passenger at the time the Baggage was checked, is entitled to delivery of Baggage. Failure to exhibit the Baggage Identification Tag shall not prevent delivery provided the Baggage Check is produced and the Baggage is identified by other means.
- 9.9.3 If a person claiming the Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, CAL will deliver the Baggage to such person only on condition that he or she establishes to CAL's satisfaction his or her right thereto, and if required by CAL, such person shall furnish adequate security to indemnify CAL for any loss, damage or expense which may be incurred by CAL as a result of such delivery.
- 9.9.4 Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is prima facie evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage.
- 9.9.5 If the Passenger does not claim his or her Baggage within one (1) month from the day the Baggage is made available to the Passenger, CAL is entitled to presume that the Baggage is abandoned and CAL may dispose the Baggage without notifying the Passenger and without liability to the Passenger.

## **9.10 Animals**

- 9.10.1 Animals such as household dogs, cats, when properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit will, with the advance agreement of CAL, be accepted for carriage, subject to Carrier's Regulations.
- 9.10.2 If accepted as Baggage, the animal, together with its container and food, shall not be included in the free Baggage allowance of the Passenger but constitute excess Baggage, for which the Passenger shall pay the applicable rate.
- 9.10.3 Guide dogs accompanying sight/hearing impaired and physically handicapped Passengers together with containers and food, will be carried free of charge in addition to the normal free Baggage allowance, subject to national laws or Carrier's Regulations.
- 9.10.4 Acceptance of the carriage of the animals referred to in this Article 9.10 is subject to the condition that the Passenger assumes full responsibility for the animals. Where carriage is not subject to the liability rules of the Convention, is not responsible for injury to or loss, sickness or death of an animal which CAL has agreed to carry unless CAL has been negligent. CAL will have no liability for any such animal not having the necessary exit, entry, health and other documents necessary or convenient with respect to the animal's entry into or



passage through any country, state or territory and the Passenger must reimburse or indemnify CAL for any fines, costs, losses or liabilities reasonably imposed or incurred by CAL as a result.

#### **9.11 Flights to, from, through the USA or Canada**

- 9.11.1 For a Passenger whose ultimate ticketed origin or destination is a USA or Canada point, the Passenger will be subject to Baggage allowances and fees that apply at the beginning of his or her Itinerary throughout the entire Itinerary. In the case of code-share flights that form part of an Itinerary whose ultimate ticketed origin or destination is a USA or Canada point, the Passenger will be subject to the Baggage allowances and fees of the marketing Carrier through the Itinerary to the extent they differ from those of any operating Carrier.

### **10 Article 10 SCHEDULES, CANCELLATION OF FLIGHTS**

#### **10.1 Schedules**

- 10.1.1 CAL undertakes to use its best efforts to carry the Passenger and his or her Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. Except where prohibited by law, times shown in the timetables, Ticket or elsewhere are not guaranteed and do not form part of the contract of carriage and CAL assumes no responsibility for Passenger's connecting flight which is not booked through CAL.
- 10.1.2 Except in the case of its acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, CAL shall not be liable for errors or omissions in timetables or other published schedules.

#### **10.2 Cancellation, Changes of Schedule, etc.**

- 10.2.1 In the event of a change in the status of a flight where there is a cancellation or delay of thirty minutes or more in the scheduled operation of the flight, CAL will inform the Passenger of such change in flight status and the manner in which it will deal with the situation in accordance with Carrier's Regulations.
- 10.2.2 CAL will take all necessary measures to avoid delay in carrying the Passenger and Passenger's Baggage. In the exercise of these measures and in order to prevent a flight cancellation, when circumstances so require, CAL may without notice substitute alternate Carriers or aircraft.
- 10.2.3 If CAL cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a Passenger's stopover or destination point, or causes the Passenger to miss a connecting flight on which the Passenger holds a reservation, CAL will abide by the laws, regulations and orders of the country where the flight is cancelled or delayed, and in CAL's discretion shall either:
- 10.2.3.1 carry the Passenger at the earliest opportunity on another of its scheduled Passenger services on which space is available; or
  - 10.2.3.2 within a reasonable period of time reroute the Passenger to the destination indicated on the Ticket or applicable portion thereof by its own scheduled services or the scheduled services of another Carrier, or by means of surface transportation. If the sum of the Fare, excess Baggage charge and any applicable service charge for the revised routing is higher than the refund value of the Ticket or applicable portion thereof, CAL shall require no additional Fare or Charges from the Passenger, and shall refund the difference if the Fare and Charges for the revised routing are lower; or
  - 10.2.3.3 make a refund in accordance with the provisions of Article 11; or

- 10.2.4 If CAL considers that it would be advisable to do so:
- 10.2.4.1 because of any fact beyond its control (including, but without limitation, meteorological conditions, acts of God, Force Majeure, strikes, riots, civil commotion, embargoes, wars, hostilities, disturbances, or unsettled international conditions) actual, threatened or reported, or because of any delay, demand, condition, circumstance or requirement due, directly or indirectly, to such fact; or
  - 10.2.4.2 because of any fact not reasonably to be foreseen, anticipated or predicted; or
  - 10.2.4.3 because of any government regulations, demand or requirement; or
  - 10.2.4.4 because of shortage of labour, fuel or facilities, labour difficulties of CAL or others,

CAL may cancel, terminate, divert, postpone or delay any flight or the further right of carriage or reservation of traffic accommodation and determine if any departure or landing should be made. In any of these events, subject to the Convention, applicable laws, regulations of any jurisdiction to be flown from, to or over, CAL will carry, re-route or refund and shall be under no further liability to the Passenger.

- 10.2.5 Upon the occurrence of any of the events set out in Articles 10.2.2 and 10.2.3, except otherwise provided by the Convention and applicable laws, the options outlined in those Articles are the sole and exclusive remedy and CAL shall have no further liability to the Passenger.

### **10.3 Denied Boarding**

- 10.3.1 Where it is necessary to deny boarding of a Passenger in possession of a valid Ticket with a confirmed reservation for the particular flight shown on that Ticket, completed check-in formalities by the Check-In Deadline and complied with all requirements set out in these Conditions of Carriage because the flight on which the Passenger holds a reservation is overbooked, such action must be managed in accordance with applicable laws, regulations or orders and/or Carrier's Regulations.
- 10.3.2 Before denying boarding to any Passenger, CAL or its Authorised Agent, may call for volunteers to surrender their bookings. Any Passenger who voluntarily accepts the denied boarding compensation pursuant to Article 11.3 does so in full and final settlement of any and all claims against CAL. If there are not enough volunteers, any Passenger denied boarding involuntarily will be entitled to compensation in accordance with applicable laws, regulations or orders or pursuant to Carrier's Regulations.

## **11 Article 11 REFUNDS**

### **11.1 General**

- 11.1.1 On failure by CAL to provide carriage in accordance with the contract of carriage, or where a Passenger requests a voluntary change of his or her arrangements, refund for an unused Ticket or portion thereof shall be made by CAL in accordance with this Article and with Carrier's Regulations.

### **11.2 Person to Whom Refund Will Be Made**

- 11.2.1 Except as provided in this Article, CAL shall make refund either to the person named in the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory proof.

- 11.2.2 If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and CAL has indicated on the Ticket that there is a restriction on refund, CAL shall make a refund only to the person paying for the Ticket.
- 11.2.3 Except in the case of lost Tickets, refunds will only be made on surrender to CAL of the Passenger Coupon or Passenger Receipt and surrender of all unused Flight Coupons.
- 11.2.4 A refund made to anyone presenting the Passenger Coupon or Passenger Receipt and all unused Flight Coupons and holding himself or herself out as a person to whom refund may be made in terms of Articles 11.2.1 or 11.2.2 shall be deemed a proper refund and shall discharge CAL from liability and any further claim for refund.

### **11.3 Involuntary Refunds**

If CAL cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at a point to which the Passenger is destined or ticketed to stopover, is unable to provide previously confirmed space or causes the Passenger to miss a Connecting Flight on which the Passenger holds a reservation on a Conjunction Ticket, the amount of the refund shall be:

- 11.3.1 if no portion of the Ticket has been used, an amount equal to the Fare paid including applicable taxes and airport costs imposed by a government authority.
- 11.3.2 if a portion of the Ticket has been used, the refund will be the higher of:
  - 11.3.2.1 the one way Fare (less applicable discounts and charges but excluding applicable taxes, government and airport costs) from point of interruption to destination or point of next stopover, or
  - 11.3.2.2 the difference between the Fare paid and the Fare for the carriage used excluding applicable taxes, government and airport costs.

### **11.4 Voluntary Refunds**

- 11.4.1 If the Passenger wishes a refund of his or her Ticket for reasons other than those set out in Article 11.3 and the Ticket is a refundable Fare, the amount of the refund shall be:
  - 11.4.1.1 if no portion of the Ticket has been used, an amount equal to the Fare paid including applicable taxes and airport costs imposed by a government authority, less any applicable refund service charges or no-show fees; or
  - 11.4.1.2 if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the Fare paid and the applicable Fare for travel between the points for which the ticket has been used excluding applicable taxes, government and airport costs, less any applicable refund service charges or no-show fees, as set out in Carrier's Regulations
- 11.4.2 Notwithstanding the above, the Passenger may be entitled to a full refund of a Ticket purchased on a non-refundable Fare as long as the specific conditions set out in Article 6.1.4 are met.

### **11.5 Refund on Lost Ticket**

- 11.5.1 if a Ticket or portion thereof is lost, refund of the Fare including applicable taxes and airport costs imposed by a government authority will be made on proof of loss satisfactory to CAL and upon payment of any applicable service charge, on condition:

11.5.1.1 that the lost Ticket, or portion thereof, has not been used, previously refunded or replaced; and

11.5.1.2 that the person to whom the refund is made undertakes, in such form as may be prescribed by CAL, to repay to CAL the amount refunded in the event and to the extent that the lost Ticket or portion thereof is used by any person or that refund thereof is made to any person in possession of the Ticket.

#### **11.6 Right to Refuse Refund**

11.6.1 CAL will refuse refund if application is made later than two (2) years after the date of Ticket issuance.

11.6.2 CAL will refuse to refund on a Ticket which has been presented to CAL or to government officials of a country as evidence of the Passenger's intention to depart from a country, unless the Passenger establishes to CAL's satisfaction that he or she has permission to remain in the country or that he or she will depart by another Carrier or another means of transport.

11.6.3 CAL will reserve the right to refuse a refund if the Passenger has been denied carriage under Article 8.

#### **11.7 Currency**

All refunds will be subject to government laws, rules, regulations or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the currency in which the Ticket was paid for, but may be made in another currency in accordance with Carrier's Regulations.

#### **11.8 By Whom Ticket Refundable**

Refunds will be made only by CAL or the Carrier which originally issued the Ticket. When a Ticket is issued by an Authorised Agent of CAL or the issuing Carrier, such agent may make refund to the Passenger on behalf of CAL or the issuing Carrier in accordance with Carrier's Regulations.

### **12 Article 12 CONDUCT ONBOARD AIRCRAFT**

#### **12.1 General**

If the Passenger conducts himself or herself on board the aircraft so as to endanger the aircraft or any person or property, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other Passengers may reasonably object or find offensive, may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the Passenger. The Passenger may be disembarked at any point, prosecuted for offences committed on board the aircraft and CAL may decide to refuse to carry the Passenger at any time in the future.

#### **12.2 Indemnity**

If the Passenger conducts himself or herself in a manner described in Article 12.1 above, the Passenger will indemnify CAL for all damage suffered by CAL, CAL's agents, employees, independent contractors, passengers and any third party arising from the Passenger's misconduct.

#### **12.3 Electronic Devices**

12.3.1 For safety reasons, no Passenger shall use any device that may interfere with aircraft navigation and communication systems and in accordance with

applicable aviation rules, as directed by the crew. All Passengers must observe the following rules, which apply from the time the cabin doors are closed until the time the doors are reopened. An announcement will be made informing Passengers to this effect.

- 12.3.2 Small, lightweight portable electronic devices with radio transmission or reception function must be switched to non-cellular or "Flight mode" with Wi-Fi turned off from door closure until the plane has landed and cleared the runway. If cellular transmitting functions cannot be turned off, the electronic devices must be turned off while on board the aircraft.
- 12.3.3 The following devices must remain off at all times during flight: electronic cigarettes, citizen's band radios and walkie-talkies, remote controllers and wireless electronic devices such as radio-controlled toys; and any other electronic device that may interfere with aircraft equipment including flight navigation and telecommunication systems.
- 12.3.4 When taking certain aircraft equipped with in-flight Wi-Fi, Passengers may turn on Wi-Fi function of the devices with "Flight mode" and access Wi-Fi Onboard service by following related usage regulations and as advised by the crew.
- 12.3.5 The flight crew or cabin crew may request that all devices be fully turned off if there is risk of interfering with aircraft equipment and the Passenger must comply with the crew's directions.
- 12.3.6 Hearing aids, heart pacemakers and any other approved medically prescribed instruments are permitted on board the aircraft.
- 12.3.7 If the Passenger does not comply with Article 12.3, CAL may take and retain such electronic devices until the termination of the Passenger's flight or until such other time as Carrier considers it appropriate.

### **13 Article 13 ARRANGEMENTS BY CARRIER**

If in the course of concluding the contract of carriage by air, CAL also agrees to make arrangements for the provision of additional services with any third party provider for Passengers, whether or not the cost of such arrangements is for the account of CAL, CAL acts only as agent for the Passenger. The terms and conditions of the third party service provider will apply, and CAL is not liable for loss, damage or expense of any nature whatever incurred by the Passenger as a result of or in connection with the use by the Passenger of such arrangements, including the denial of the use thereof to the Passenger shall have no liability to the Passenger except where death or injury arises out of CAL's negligence in making such arrangements.

### **14 Article 14 ADMINISTRATIVE FORMALITIES**

#### **14.1 General**

The Passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with these Conditions of Carriage and/or Carrier's Regulations and instructions. CAL shall not be liable for any aid or information provided by any agent, CAL's Authorised Agents or employees to any Passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands and travel requirements, whether given in writing or otherwise. CAL shall have no liability to any Passenger for any damage resulting from his or her failure to comply with such laws, regulations, orders, demands and travel requirements.

#### **14.2 Travel Documents**

The Passenger shall present all exit, entry, health, and other documents required by laws, regulations, orders, demands or requirements of the countries concerned, and permit CAL to take and retain copies thereof. CAL reserves the right to refuse carriage of any

Passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order, or who does not permit CAL to take and retain copies thereof in accordance with Article 8.1.

#### **14.3 Refusal of Entry**

The Passenger agrees to pay the applicable Fare whenever CAL, on government order, is required to return a Passenger to his or her point of origin or elsewhere, owing to the Passenger's inadmissibility into a country, whether in transit or at the final destination. CAL may apply to the payment of such Fare any funds paid to CAL for unused carriage, or any funds of the Passenger in the possession of CAL. The Fare collected for carriage to the point of refusal of entry or deportation will not be refunded by CAL.

#### **14.4 The Passenger is Responsible for Fines, Detention Costs, etc.**

If CAL is required to pay or deposit any fine or penalty or to incur any expenditure by reason of the Passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the Passenger shall on demand reimburse to CAL any amount so paid or deposited and any expenditure so incurred, including any legal costs. CAL may use towards such expenditure any funds paid to CAL for unused carriage, or any funds of the Passenger in the possession of CAL.

#### **14.5 Customs Inspection**

If required, the Passenger shall allow and attend inspection of his or her Baggage, checked or unchecked, by customs or other government officials. CAL is not liable to the Passenger for any loss or damage suffered by the Passenger through failure to comply with this requirement.

#### **14.6 Security Inspection**

The Passenger shall submit to any security checks including clothing and body searches by government or airport officials or by CAL.

### **15 Article 15 SUCCESSIVE CARRIERS**

If carriage to be performed by several successive Carriers under one Ticket, or under a Ticket and any Conjunction Ticket issued in connection therewith, is regarded as a single operation for the purposes of the Convention. CAL shall have no obligation, duties or liabilities, whether to the Passenger or otherwise, in respect of such separate Ticket(s) not issued by CAL.

### **16 Article 16 LIABILITY FOR DAMAGE**

**16.1** These Conditions of Carriage govern CAL's liability for the carriage of Passengers and Baggage.

**16.2** The Conditions of Carriage of each other Carrier involved in the journey govern its liability to the Passenger. CAL is only liable for damage occurring during carriage where the Airline Designator Code 'CI' is identified as the carrier on the Ticket. If CAL issues a Ticket or Checked Baggage on another Carrier's Airline Designator Code, CAL does so as agent for that Carrier.

#### **16.3 Applicable Laws**

CAL's liability for the international carriage by air of Passengers and Baggage is governed by the Convention or under applicable laws where the Convention does not apply. Article 16 sets out the limits on CAL's liability in respect of death or injury or delay and damage to or loss of the Passenger's Baggage. If and to the extent that any of the provisions of these Conditions of Carriage are inconsistent with the Convention or other applicable laws or Tariffs, the Convention or other applicable laws will prevail to the extent of such inconsistency.

## **16.4 Death, Wounding or Other Bodily Injury of Passengers**

- 16.4.1 Where the Montreal Convention applies, CAL's liability for claims in respect of a Passenger's death, wounding or any other bodily injury to a Passenger shall be limited to the limits of liability set out in the Montreal Convention, subject to proof of loss and the terms and conditions of the Montreal Convention.
- 16.4.2 Where the Montreal Convention does not apply, CAL's liability for claims in respect of a Passenger's death, wounding or any other bodily injury to a Passenger shall be limited to the applicable limits of liability set out in the Montreal Convention unless it can be proved that the damage resulted from an act or omission CAL or CAL's agents carried out either with the intention of causing damage, or, recklessly and with knowledge that damage would probably result, and the Passenger proves that CAL's employees or agents responsible for the act or omission were acting within the scope of their employment.
- 16.4.3 Notwithstanding the provisions of Articles 16.4.1 and 16.4.2, if CAL proves that the damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the injured or deceased Passenger or, of the person claiming compensation CAL may be exonerated wholly or partly in accordance with applicable laws.
- 16.4.4 Except as provided in Articles 16.4.1 – 16.4.3, CAL reserve all defences available under applicable laws to any such claims and CAL reserves all rights of recourse against any other party and any third party, including, without limitation, rights of contribution and indemnity.
- 16.4.5 Where the carriage is subject to the Montreal Convention, following the death or injury of a Passenger arising from an aircraft accident, CAL shall, if required by its national law, after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportionate to the hardship suffered. An advance payment may be offset against any subsequent sums paid on the basis of CAL's liability and it shall not constitute recognition of CAL's liability. An advance payment is not returnable, except in the cases described in Article 16.4.3, or in circumstances where it is subsequently proved that the person who received the advance payment was not the person entitled to compensation.
- 16.4.6 CAL is not liable for injury to a Passenger or for damage to a Passenger's Baggage caused by property contained in such Passenger's Baggage. Any Passenger whose property causes injury to another person or damage to another person's property or to the property of CAL shall indemnify CAL for all losses and expenses incurred by CAL as a result thereof.
- 16.4.7 CAL is not responsible for any illness, injury or disability, including death, attributable to the Passenger's age, mental or physical condition or for the aggravation of such condition.

## **16.5 Damage to Baggage**

- 16.5.1 Where the Montreal Convention applies, CAL is not liable for damage to Unchecked Baggage (other than damage caused by delay which is covered by Article 16.5.4 below), unless the damage was caused by CAL's negligence or the negligence of CAL's agents. If there has been contributory negligence on the part of the Passenger, CAL's liability shall be subject to the applicable law relating to contributory negligence. Where the Montreal Convention does not apply CAL's liability for damage to Unchecked Baggage shall be limited to

US\$400, unless otherwise prescribed by the applicable law, rules, or regulations.

- 16.5.2 Subject to Article 16.5.1, CAL's liability for damage to the Passenger's Baggage, including damage caused by delay, is limited to the applicable limits of liability set out in the Montreal Convention where the carriage is subject to the Montreal Convention and US\$20 per kilogram where it does not, unless the Passenger proves that the damage resulted from an act or omission by CAL agents, done with the intention to cause damage, or recklessly and with knowledge that damage would probably result, and the Passenger proves that CAL's employees or agents responsible for the act or omission were acting within the scope of their employment.
- 16.5.3 If the Passenger completes a special declaration per Article 9.7.1 of higher value at check-in and pay the applicable fee, CAL's liability shall be limited to the higher declared value.
- 16.5.4 CAL is not liable for damage to Baggage caused by delay if CAL proves that CAL and CAL servants or agents took all reasonable measures to avoid the damage or that it was impossible for CAL or CAL's servants or agents to take such measures.
- 16.5.5 CAL is not liable for any damage caused by the Passenger's Baggage.
- 16.5.6 The Passenger is responsible for any damage caused by the Passenger's Baggage to other people and property, including CAL's property.

#### **16.6 Damage Caused by Delay to Passengers**

- 16.6.1 If the Montreal Convention applies, CAL's liability for damage occasioned by delay caused to a Passenger is limited to the applicable limits of liability set out in the Montreal Convention unless CAL proves that CAL and CAL's servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for CAL or CAL's servants or agents to take such measures. Where the Montreal Convention does not apply, CAL's liability for damage occasioned by delay caused to a Passenger is limited to the limits of liability set out in the applicable Convention or other applicable law except as may be stipulated in any Tariffs in force. .

#### **16.7 General**

- 16.7.1 Where the carriage is not subject to the Montreal Convention, CAL may not be held liable for Damage to Passengers or Baggage if CAL proves that it or its servants or agents have taken all necessary measures to avoid the damage or that it was impossible for CAL or its agents to take such measures.
- 16.7.2 If CAL issues a Ticket for the Passenger to be carried on another Carrier or checks-in Baggage for carriage on another Carrier, CAL does so only as agent for that Carrier.

For carriage subject to the Montreal Convention:

- 16.7.2.1 If the Passenger has a claim in respect of Checked Baggage, the Passenger may claim against the first or last Carrier, or against Carrier performing the carriage during which the damage took place. However, the liability of each Carrier involved in the Passenger's journey must be determined by each Carrier's own Conditions of Carriage.
- 16.7.2.2 If CAL issues a Ticket to the Passenger under a code share agreement, as set out in Article 2.2, where 'China Airlines' or the Airline Designated Code 'CI' is shown as the carrier on the Ticket, or any other arrangements whereby CAL acts as a



contracting Carrier rather than as an operating Carrier or as an agent for the operating Carrier, CAL or the operating Carrier will have a legal liability under the Convention to the Passenger in relation to his or her carriage by air.

- 16.7.3 CAL is not liable for any damage arising from the fact that CAL has complied with laws or government rules and regulations or the Passenger has not obeyed laws or government rules and regulations:
- 16.7.4 Except where these Conditions of Carriage say differently, CAL is liable to the Passenger only for compensatory damages which the Passenger is entitled to recover for proven losses and costs under the Convention.
- 16.7.5 CAL's contract of carriage with the Passenger (including these Conditions of Carriage, Carrier's Regulations and exclusions or limits of liability) applies to CAL's agents, servants, employees and representatives in the same way as it applies to CAL. As a result, the total amount the Passenger can recover from CAL and CAL's agents, servants, employees and representatives will not be more than the total amount of CAL's own liability, if any.
- 16.7.6 Unless CAL says otherwise, nothing in these Conditions of Carriage gives up any exclusion or limitation of liability to which CAL is entitled under the Convention or any laws which may apply.
- 16.7.7 Nothing in these Conditions of Carriage prevents CAL from excluding or limiting CAL's liability under the Convention or any laws which apply, or, gives up any defence available to CAL under the Convention or any laws which apply against any third party who has paid, compensation for the death, wounding or other bodily injury of a Passenger.

## **17 Article 17 TIME LIMITS FOR BAGGAGE COMPLAINTS**

- 17.1 If the Passenger receives Baggage without making a complaint, it will be sufficient evidence that it was delivered in good condition and according to the contract of carriage, unless the Passenger proves otherwise.
- 17.2 Complaints about damage to Checked Baggage must be made in writing to CAL within seven (7) DAYS of receiving the Baggage.
- 17.3 Complaints about delay to Checked Baggage must be made in writing to CAL within twenty (21) DAYS of the Baggage being made available to the Passenger.

## **18 Article 18 LIMITATION OF ACTIONS**

Any right to damages shall be extinguished if an action is not brought within two (2) years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped or in accordance with the national law of the court seized of the case. The method of calculating the period of limitation shall be determined by the law of the court seized of the case.

## **19 Article 19 MODIFICATION AND WAIVER**

No agent, employee or representative of CAL has authority to alter, modify or waive any provision of these Conditions of Carriage.