

## **AIR INDIA LIMITED**

### **CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE**

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## **Article 1 - DEFINITIONS**

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

**"BAGGAGE"** means such articles, effects and other personal property of Passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with the trip and such other items as can be conveniently carried with the Passenger on such trip and are accepted by the Carrier for carriage. 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 the Passenger's Checked Baggage.

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

**"CARRIER"** includes the air carrier issuing the Ticket and all air carriers that carry or undertake to carry the Passenger and/or the Passenger's Baggage hereunder.

**"CARRIER'S REGULATIONS"** means rules, other than these Conditions as may be laid down by the Carrier and for the time being in force, governing carriage of Passengers and/or Baggage and shall include the Conditions of Contract as incorporated in the Ticket and any applicable tariffs in force.

**"CHECKED BAGGAGE"** means Baggage of which Carrier takes sole custody and for which Carrier has issued a Baggage Check.

**"COMMERCIAL AGREEMENT"** means an agreement, other than an agency agreement, made between Carriers and relating to the provision of their joint services for carriage of Passengers by air.

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

**"CONVENTION"** means the Convention for the Unification of certain Rules relating to International Carriage by Air signed at Montreal on May 28, 1999 or Warsaw on October 12, 1929, or the Warsaw Convention as amended by the Hague Protocol of 1955, whichever may be applicable to the carriage under the Contract of Carriage.

**"DAMAGE"** means death, injury, delay, loss or other damage arising during the course of carriage by air performed by the Carrier or during the course of any of the operations of embarking or disembarking.

**"DAYS"** means calendar days, including all seven days of the week, provided that, for the purpose of notification, the day upon which notice is despatched shall not be counted; and that for purposes of determining duration of validity the day upon which the Ticket is issued, or flight commenced, shall not

be counted.

**“ELECTRONIC COUPONS”** means electronic Flight Coupons or other value document held in Carrier’s database.

**“ELECTRONIC TICKET”** means the Itinerary/Receipt issued by or on behalf of Carrier, the Electronic Coupons and, if applicable, a boarding document.

**"FLIGHT COUPON"** means that portion of the Ticket that bears the notation “good for passage”, in the case of an “electronic ticket”, the electronic coupon, and indicates the particular places between which Passenger is entitled to be carried.

**“ITINERARY/RECEIPT”** means a document or documents forming part of the Electronic Ticket which contains the information and notices required under the Convention as otherwise required.

**"PASSENGER"** means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier.

**"PASSENGER COUPON" or "PASSENGER RECEIPT"** means that portion of the Ticket issued by or on behalf of Carrier, which is so marked, and which ultimately is to be retained by the Passenger.

**“PRINCIPAL AND PERMANENT RESIDENCE”** means the one fixed and permanent abode of the Passenger. The nationality of the Passenger shall not be the determining factor.

**"SPECIAL DRAWING RIGHTS"** means Special Drawing Right as defined by the International Monetary Fund, to be converted into the national currency in accordance with the valuation applied by the International Monetary Fund.

**"STOPOVER"** means a deliberate interruption of a journey by the Passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by Carrier.

**"TICKET"** means the document entitled "Passenger Ticket and Baggage Check", or the “Electronic Ticket”, in each case, issued by or on behalf of Carrier, and includes the Conditions of Contract and notices and the flight and Passenger Coupon contained therein.

**"UNCHECKED BAGGAGE"** means any Baggage of the Passenger other than Checked Baggage.

## **Article 2 - APPLICABILITY**

### **2.1 GENERAL**

- 2.1.1 Except as provided in 2.2 to 2.5, these Conditions of Carriage apply to all carriage by air, whether international carriage or carriage which is not international, of Passengers and Baggage, performed by Carrier for reward.

- 2.1.2 These Conditions also apply to gratuitous and reduced fare carriage, except to the extent that Carrier has provided otherwise in its Regulations or in the relevant contracts, passes or Tickets.
- 2.1.3 In regard to carriage by air which is international, the rules and limitations relating to liability by the Convention as embodied in the Indian Carriage by Air Act, 1972 as amended *vide* Act No. 28 of 2009 dated 20/03/2009, and further amended by Notification no.S.O.987(E) dated 5 March 2020, shall apply.
- 2.1.4 In regard to carriage by air which is not international, the rules and limitations relating to liability as specified by Notifications issued from time to time under Section 8 of the Indian Carriage by Air Act, 1972, shall apply.
- 2.1.5 In regard to carriage by air, both international and domestic, the rules and limitations relating to liability as specified in the Civil Aviation Requirements: Section 3, Series M, Part IV dated 6 August 2010 (as amended from time to time), issued under section 4 of Aircraft Act, 1934, shall apply.

## **2.2 CARRIAGE TO/ FROM CANADA**

These Conditions 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 CHARTERS**

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

## **2.4 OVERRIDING LAW**

To the extent that any provision contained or referred herein is contrary to anything contained in the Convention where applicable and any applicable laws, government 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.

## **2.5 CONDITIONS PREVAIL OVER REGULATIONS**

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

## **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 Carrier and the

Passenger named on the Ticket. Carrier will provide carriage only to Passenger holding such Ticket, or holding, as proof of payment or part payment, any other Carrier document issued by Carrier 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

Except in case of an Electronic Ticket, a person shall not be entitled to be carried on flight unless that person presents a Ticket valid and duly issued in accordance with 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 authorized agent. In case of an Electronic Ticket, a person shall not be entitled to be carried on a flight unless that person provides positive identification and has a valid and duly issued Ticket in accordance with 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, the issuing Carrier may at the Passenger's request, and subject to Carrier regulations, replace such Ticket or part thereof by issuing a new Ticket on receipt of proof satisfactory to the Carrier that a Ticket valid for the flights in question was duly issued and upon compliance with appropriate conditions as may be required by the Carrier including the payment of a service charge.

#### 3.1.4 Ticket not Transferable

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

### **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 thereof, except as otherwise provided in the Ticket, these Conditions or Carrier's Regulations.

#### 3.2.1 Extension of validity

- 3.2.1.1 If a Passenger is prevented from travelling within the period of validity of the Ticket because Carrier:

1. cancels the flight on which the Passenger holds a reservation; or
  2. omits a scheduled stop, being the Passenger's place of departure, place of destination or a Stopover; or
  3. fails to operate a flight reasonably according to schedule; or
  4. causes the Passenger to miss a connection; or
  5. substitutes a different class of service; or
  6. is unable to provide previously confirmed space;
- the validity of such Passenger's Ticket will be extended until Carrier's first flight on which space is available in the class of service for which the fare has been paid.

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

3.2.1.3 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, Carrier 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 Carrier'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 involve one or more Stopovers, the validity of such Ticket, subject to Carrier's Regulations, may be extended for not more than three months from the date shown on such certificate. In such circumstances, Carrier may extend similarly the period of validity of Tickets of other members of the Passenger's immediate family accompanying an incapacitated Passenger.

3.2.1.4 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 valid 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 Carrier will honour Flight Coupons, or in the case of an Electronic Ticket, an electronic coupon, only in the sequence from the place of departure as shown on the Ticket.

3.3.2 The Ticket may not be valid and Carrier may not honor the Passenger's Ticket if the first Flight Coupon, or in the case of an Electronic Ticket, an electronic 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 Each Flight Coupon, or in the case of an Electronic Ticket, an electronic coupon, will be accepted for carriage in the class of service specified therein on the date and flight for which accommodation has been reserved.

3.3.4 When Flight Coupons, or in the case of an Electronic Ticket, an electronic coupon, 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**

Carrier's name may be abbreviated in the Ticket. Carrier's address shall be deemed to be the airport of departure shown opposite the first abbreviation of Carrier's name in the "Carrier" box in the Ticket, or in the case of an electronic ticket, as indicated for the first flight segment in the itinerary/receipt.

## **Article 4 - STOPOVERS**

Stopovers may be permitted at Agreed Stopping Places subject to Government requirements and Carrier's Regulations.

## **Article 5 - FARES AND CHARGES**

### **5.1 GENERAL**

Fares apply only for carriage 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 and between airports and town terminals, unless provided by Carrier without additional charge.

### **5.2 APPLICABLE FARES**

Applicable fares are those published by or on behalf of Carrier or, if not so published, constructed in accordance with Carrier's Regulations. Subject to Government requirement and Carrier's Regulations, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first Flight Coupon of the Ticket, or in case of an Electronic Ticket, as indicated for the first flight segment in the Itinerary Receipt. When the amount that has been collected is not the applicable fare the difference shall be paid by the Passenger or, as the case may be, refunded by Carrier, in accordance with Carrier's Regulations. Convenience fee is a non-refundable fee of INR 300 that is applied to all domestic bookings made *via* our website, mobile application, and call centres. The fee applies on all modes of payment and is charged per customer per Ticket.

### **5.3 ROUTING**

Unless otherwise provided in 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 the issue of the Ticket. If no routing is specified, Carrier may determine the routing.

#### **5.4 TAXES AND CHARGES**

Any tax or charge imposed by Government or other authority, or by the operator of an airport, in respect of a Passenger or the use by a Passenger of any service or facilities will be in addition to the published fares and charges, and shall be payable by the Passenger, except as otherwise provided in Carrier's Regulations. The Passenger may be required to pay taxes or fees not already collected on the Ticket for any reason.

#### **5.5 CURRENCY**

Fares and charges are payable in any currency acceptable to Carrier. 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.

### **Article 6 – RESERVATIONS**

#### **6.1 RESERVATION REQUIREMENTS**

6.1.1 Reservations are not confirmed until recorded as accepted by Carrier or its authorized 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.

#### **6.2 TICKETING TIME LIMITS**

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

#### **6.3 PERSONAL DATA**

The Passenger recognizes that personal data has been given to Carrier for the purposes of making a reservation for carriage and for obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government agencies who may share such personal data with other government agencies which is beyond the control of the Carrier. For these purposes the Passenger authorizes Carrier to retain such data and to transmit it to its own offices, other carriers or the providers of such services, in whatever country they may be located. A detailed customer data privacy policy is available on the Carrier's website.



## **6.4 SEATING**

Carrier does not guarantee to provide any particular seat in the aircraft and the Passenger agrees to accept any seat that may be allotted on the flight in the class of service for which the Ticket has been issued. In the event of a Passenger's seat being involuntarily downgraded, in domestic carriage, to a class below that for which the Ticket was purchased, the Carrier shall reimburse the Passenger 75% of the cost of the Ticket, including applicable taxes. In the event of a Passenger's seat being involuntarily downgraded, in international carriage, to a class below that for which the Ticket was purchased, the Carrier shall reimburse the Passenger: (i) 30% of the cost of Ticket including taxes for flights of 1500 km or less; (ii) 50% of the cost of Ticket including taxes for flights between 1500 km to 3500 km; or, (iii) 75% of the cost of Ticket including taxes for flights more than 3500 km.

## **6.5 SERVICE CHARGE WHEN SPACE NOT OCCUPIED**

A service charge, in accordance with Carrier's Regulations, may be payable by a Passenger who fails to use space for which a reservation has been made.

## **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. 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 Carrier, Carrier may cancel or request cancellation of any onward or return reservations.

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

The Passenger shall arrive at Carrier's check-in location 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 time that may be indicated by Carrier. If the Passenger fails to arrive in time at Carrier's check-in location or boarding gate or appears improperly documented and not ready to travel Carrier may cancel the space reserved for the Passenger and will not delay the flight. Carrier is not liable to the Passenger for loss or expense due to the Passenger's failure to comply with the provisions of this Article.

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

### **8.1 RIGHT TO REFUSE CARRIAGE**

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

8.1.1 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

8.1.2 the conduct, age, or mental or physical state of the Passenger is such as to:

8.1.2.1 require special assistance of Carrier; or

8.1.2.2 cause discomfort or make himself or herself objectionable to other Passengers; or

8.1.2.3 involve any hazard or risk to himself or herself or to other persons or to property; or

8.1.3 such action is necessary because the Passenger has failed to observe the instructions of Carrier; or

8.1.4 the Passenger has refused to submit to a security check; or

8.1.5 the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between Carrier and the Passenger (or the person paying for the Ticket) have not been complied; or

8.1.6 the Passenger does not appear to be properly documented; or

8.1.7 the Ticket presented by the Passenger:

8.1.7.1 has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its authorized Agent, or

8.1.7.2 has been reported as being lost or stolen, or

8.1.7.3 is a counterfeit Ticket, or

8.1.7.4 any Flight Coupon has been altered by anyone other than Carrier or its authorised agent, or has been mutilated, and Carrier reserves the right to retain such Ticket, or

8.1.8 the person presenting the Ticket cannot prove that he or she is the person named in the "Name of Passenger" box, and Carrier reserves the right to retain such Ticket.

## **8.2 LIMITATION ON CARRIAGE**

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women or person with illness may be subject to prior arrangement with Carrier, in accordance with Carrier's Regulations.

## **8.3 NO LIABILITY FOR REFUSAL OF CARRIAGE**

The Passenger will not be entitled to claim damages, where refusal to carriage of Passenger is notified for any reason under Article 8.1.

## **8.4 DENIAL OF BOARDING**

In exceptional circumstances, where the Carrier has more Passengers reporting for a particular flight than available seats (illustratively, substitution of aircraft, or in circumstances of cancellation of flight followed by merger of a prior or subsequent flight, owing to inclement weather), the Carrier may seek that volunteers relinquish seats in order to make seats available for other (booked) Passengers. The Carrier may offer certain benefits to such volunteers at the discretion of the Carrier. In such event, where Passengers are denied boarding due to more Passengers reporting for a particular flight than the seats available, the Carrier will not be liable to pay any compensation where the Carrier arranges an alternate flight scheduled to depart within one hour from the originally scheduled departure time. Should Carrier be unable to arrange for an alternate flight departing one hour from the originally scheduled time of departure, or where a Passenger booked on a connecting flight of the Carrier or another Carrier is delayed at the departure station on account of denied boarding and arrives at the final destination at least three hours later than the scheduled arrival time, a Passenger may claim compensation from the Carrier of the first leg, as under:

A. Scheduled departure of alternate flight vis-à-vis initial reservation within 24 hours, compensation amount not exceeding 200% of booked one-way base fare, i.e., base fare inclusive of fuel charges, subject to a maximum limit of Rs.10,000;

B. Scheduled departure of alternate flight vis-à-vis initial reservation beyond 24 hours, compensation amount not exceeding 400% of booked one-way base fare, i.e., base fare inclusive of fuel charges, subject to a maximum limit of Rs.20,000;

C. Where the Passenger refuses alternate flight, full refund of Ticket plus 400% of booked one-way base fare, i.e., base fare inclusive of fuel charges, subject to a maximum limit of Rs.20,000.

## **Article 9 - BAGGAGE**

### **9.1 ITEMS UNACCEPTABLE AS BAGGAGE**

9.1.1 The Passenger shall not include in his or her Baggage:

9.1.1.1 Items which do not constitute Baggage, as defined in Article 1 thereof;

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 Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA), and in Carrier's Regulations. Further information is hosted on the Carrier's website;

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

9.1.1.4 Items which in the opinion of Carrier are unsuitable for carriage by reason of their weight; size or character, such as fragile or perishable items;

9.1.1.5 Live animals, except as provided for in 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 Dangerous Goods Regulations of the ICAO and the IATA.
- 9.1.3 The Passenger shall not include in Checked Baggage fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.
- 9.1.4 Weapons, such as antique firearms, swords, knives and similar items may be accepted as Baggage, in accordance with Carrier's Regulations.
- 9.1.5 If any items referred to in 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 applicable to the carriage of Baggage.

## **9.2 RIGHT TO REFUSE CARRIAGE**

- 9.2.1 Carrier may refuse carriage as Baggage of such items described in 9.1 as are prohibited from carriage as Baggage and may refuse further carriage of any such items on discovery thereof.
- 9.2.2 Carrier may refuse to carry as Baggage any item because of its size, shape, weight or character.
- 9.2.3 Unless advance arrangements for its carriage has been made with Carrier, Carrier may carry on later flight Baggage which is in excess of the applicable free allowance.
- 9.2.4 Carrier may refuse to accept Baggage as Checked Baggage unless it is properly packed in suitcases or other suitable luggage or containers to ensure safe carriage with ordinary care in handling.

## **9.3 RIGHT OF SEARCH**

For reasons of safety and security, Carrier 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 9.1. If the Passenger is unwilling to comply with such request, Carrier may refuse to carry the Passenger or Baggage.

## **9.4 CHECKED BAGGAGE**

- 9.4.1 Upon delivery to Carrier of Baggage to be checked Carrier shall take custody thereof 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 by the Carrier.

9.4.3 Checked Baggage will be carried on the same aircraft as the Passenger unless Carrier decides that this is impracticable, in which case Carrier will carry Checked Baggage on the next flight on which space is available.

## **9.5 FREE BAGGAGE ALLOWANCE**

Passenger may carry free of charge Baggage as specified, and subject to the conditions and limitations in Carrier's Regulations.

## **9.6 EXCESS BAGGAGE**

A Passenger shall pay charges for the carriage of Baggage in excess of the free Baggage allowance at the rate and in the manner prescribed in Carrier's Regulations.

## **9.7 EXCESS VALUE DECLARATION AND CHARGE**

9.7.1 If, in accordance with Carrier's Regulations Carrier offers an excess valuation facility, a Passenger may declare a value for Checked Baggage in excess of the applicable liability limits. If the Passenger makes such a declaration the Passenger shall pay any applicable charges.

9.7.2 Carrier 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 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.

9.8.2 Items determined by Carrier to be of excessive weight or size will not be permitted in the cabin.

9.8.3 Objects not suitable for transport in the cargo compartment (such as delicate musical instruments) will be accepted for transportation in the cabin compartment only if due notice has been given in advance and permission granted by Carrier. The transport of such objects is chargeable 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 place of

destination or Stopover.

- 9.9.2 Only the bearer of the Baggage Check and 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, Carrier will deliver the Baggage to such person only on condition that right thereto is established to Carrier's satisfaction. If required by Carrier such person shall furnish adequate security to indemnify Carrier for any loss, Damage or expense which may be incurred by Carrier 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.

## **9.10 ANIMALS**

- 9.10.1 Animals, such as dogs, cats, household birds and other pets, 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 Carrier, be accepted for carriage, subject to Carrier's Regulations.
- 9.10.2 If accepted as Baggage, the animal together with its container and food carried, 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 Carrier's Regulations.
- 9.10.4 Acceptance for carriage of animals is subject to the condition that the Passenger assumes full responsibility for such animal. Carrier shall not be liable for injury to or loss, delay, sickness or death of such animal in the event that it is refused entry into or passage through any country, state or territory.

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

### **10.1 SCHEDULES**

- 10.1.1 The flight time and durations shown in our timetables or in your ticket may change between the date of publication or issue and the date of actual travel. The carrier does not guarantee flight times and durations and they do not form part of your contract of carriage with us.
- 10.1.2 In the event of operational reasons beyond the control of the carrier, including but not limited to, mechanical issues, weather conditions, air traffic control restrictions, or any unforeseen circumstances, the carrier reserves the right to substitute, without notice, an alternate carrier or

aircraft type, and may alter or omit stopping places shown on the Ticket/eTicket/itinerary /receipt.

The carrier shall make reasonable efforts to notify the passenger of such substitution but shall not be held liable for any delays or inconvenience arising out of such substitution. The carrier shall ensure that the alternate carrier or substitute aircraft type meets all necessary safety and regulatory requirements. The passenger agrees to accept such substitution and shall not be entitled to any compensation or refund as a result of such substitution.

- 10.1.3 Carrier undertakes to use its best efforts to carry the Passenger and his or her Baggage with reasonable despatch and to adhere to published schedules in effect on the date of travel.

## **10.2 CANCELLATION, CHANGES OF SCHEDULE, ETC.**

If due to circumstances beyond its control Carrier cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at Passenger's Stopover or destination point, or causes the Passenger to miss a connection flight on which the Passenger holds a reservation, Carrier shall either:

- 10.2.1 Carry the Passenger on another of its scheduled Passenger services on which space is available or
- 10.2.2 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, Carrier shall require no additional fare or charge from the Passenger, and shall refund the difference if the fare and charges for the revised routing are lower; or
- 10.2.3 Make a refund, etc., in accordance with the provisions of Article 11.

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, Carrier shall not be liable for errors or omissions in timetables or other published schedules, or for representations made by employees, agents or representatives of Carrier as to the dates or times of departure or arrival or as to the operation of any flight.

## **Article 11 - REFUNDS**

### **11.1 GENERAL**

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

### **11.2 PERSON TO WHOM REFUND WILL BE MADE**

- 11.2.1 Except as hereinafter provided in this Article, Carrier shall be entitled to 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. In the event payment for the Ticket is made through a travel agent, refund shall normally be made through such travel agent.

- 11.2.2 If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and Carrier has indicated on the Ticket that there is a restriction on refund, Carrier shall make a refund only to the person paying for the Ticket or to that person's order.
- 11.2.3 Except in the case of lost Tickets, refunds will only be made on surrender to Carrier 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 out as a person to whom refund may be made in terms of 11.2.2 shall be deemed a proper refund and shall discharge Carrier from liability and any further claim for refund.

### **11.3 INVOLUNTARY REFUNDS**

If Carrier 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 stop over, is unable to provide previously confirmed space or causes the Passenger to miss a connecting flight on which the Passenger holds a reservation, the amount of the refunds shall be:

- 11.3.1 If no portion of the Ticket has been used, an amount equal to the fare paid;
- 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) 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 transportation used.
- 11.3.3 In the event of a flight delay not exceeding six hours, the Carrier shall arrange for meals and refreshments during waiting time. In the event the Carrier fails to arrange for an alternate flight within six hours from scheduled time of departure or previously revised departure time (communicated 24 hours prior to original scheduled departure time), the Carrier shall be liable to a full refund of Ticket to Passenger, in the event of domestic carriage; however in the case of international carriage, the Carrier shall not be liable to refund the value of the Ticket. Where the total delay exceeds 24 hours or beyond six hours for flights scheduled to depart between 8 p.m. and 3 a.m., the Carrier shall arrange for hotel accommodation (including transfers); Provided however that the Carrier shall not be liable to pay any compensation or provide facilities where flights have been cancelled or delayed on account of *force majeure* events, i.e., extraordinary circumstance(s) beyond the control of the Carrier, the impact of which leads to the cancellation/delay of flight(s), and which could not have been avoided even if all reasonable measures had been taken by the Carrier. Such extraordinary circumstances may in particular occur due to political instability, natural disaster, civil war, insurrection, riot, flood, explosion, pandemic, epidemic, government regulation or order affecting the aircraft, strikes and labour disputes causing cessation, slowdown or interruption of work or any other factors beyond the control of the Carrier. The Carrier is not liable to pay any compensation or provide facilities where cancellation or delay of flights are attributable to Air Traffic Control, meteorological



conditions, security risks, or any other causes that are beyond the control of the Carrier affecting its ability to operate flights on schedule. Extraordinary circumstances shall be deemed to exist where the impact of an air traffic management decision in relation to a particular aircraft or several aircraft on a particular day, gives rise to a long delay or delays, or any overnight delay, or the cancellation of one or more flights by that aircraft, and which could not be avoided even though the Carrier had taken all reasonable measures to avoid or overcome the impact of the relevant factor(s) and, therefore, the delays or cancellations.

- 11.3.4 In the event that upon cancellation, an alternative flight is not accepted by the Passenger, or a connecting flight is caused to be missed owing to cancellation, then in addition to meals and refreshment during waiting time, and refund in consonance with sub-articles 11.3.1 or 11.3.2, compensation in the sum of: (a) Rs. 5,000 or booked one-way basic fare plus airline fuel charge, whichever is less for flights having a block time of up to and including 1 hour; or (b) Rs. 7,500 or booked one-way basic fare plus airline fuel charge, whichever is less for flights having block time of up to and including 2 hours; or (c) Rs. 10,000 or booked one-way basic fare plus airline fuel charge, whichever is less for flights having a block time of more than 2 hours. The Passenger shall not be eligible to compensation in the event inadequate contact information has been provided at the time of booking Ticket; Provided however that the Carrier shall not be liable to pay any compensation or provide facilities where flights have been cancelled or delayed on account of *force majeure* events i.e., extraordinary circumstance(s) beyond the control of the Carrier, the impact of which leads to the cancellation/delay of flight(s), and which could not have been avoided even if all reasonable measures had been taken by the Carrier. Such extraordinary circumstances may in particular occur due to political instability, natural disaster, civil war, insurrection, riot, flood, explosion, pandemic, epidemic, government regulation or order affecting the aircraft, strikes and labour disputes causing cessation, slowdown or interruption of work or any other factors that are beyond the control of the Carrier. The Carrier is not liable to pay any compensation or provide facilities where cancellation or delay of flights are attributable to Air Traffic Control, meteorological conditions, security risks, or any other causes beyond the control of the Carrier affecting its ability to operate flights on schedule. Extraordinary circumstances shall be deemed to exist where the impact of an air traffic management decision in relation to a particular aircraft or several aircraft on a particular day, gives rise to a long delay or delays, or any overnight delay, or the cancellation of one or more flights by that aircraft, and which could not be avoided even though the Carrier had taken all reasonable measures to avoid or overcome the impact of the relevant factor(s) and, therefore, the delays or cancellations.

#### **11.4 VOLUNTARY REFUNDS**

If the Passenger wishes a refund of his or her Ticket for reasons other than those set out in this Article the amount of the refund shall be:

- 11.4.1 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, less any applicable service charges or cancellation fees.

## **11.5 REFUND ON LOST TICKET**

11.5.1 If a Ticket or portion thereof is lost, refund will be made on proof of loss satisfactory to Carrier and upon payment of any applicable service charge.

11.5.2 That the person to whom the refund is made shall undertake, in such form as may be prescribed by Carrier, to repay to Carrier 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 After expiry of the validity of the Ticket, Carrier may refuse refund when application is made later than the time prescribed in Carrier's Regulations.

11.6.2 Carrier may refuse refund on a Ticket which has been presented to Carrier or to Government officials of country as evidence of intention to depart there from, unless the Passenger establishes to the Carrier's satisfaction permission to remain in the country and that the passenger will depart therefrom by another Carrier or alternate means of transport.

## **11.7 CURRENCY**

All refunds will be subject to Government laws, rules and 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, refunds will normally be made in the currency and in the country in which the Ticket was paid for. The Carrier shall be at liberty to offer refund in the following modes: cash (subject to availability), or bank transfer, or upon agreement by Passenger in writing, travel vouchers.

## **11.8 BY WHOM TICKET REFUNDABLE**

Voluntary refunds will be made only by the Carrier which originally issued the Ticket or by its agent, if so authorised.

## **Article 12 - CONDUCT ABOARD AIRCRAFT**

12.1 If the holder of a Ticket issued by the Carrier conducts himself at any time prior to or after issuance of a Ticket, including but not limited to pre-boarding or aboard the aircraft, in a manner that leads any person of the Carrier to apprehend that such holder of Ticket may endanger the aircraft, or any person or property of the Carrier, or obstruct the crew or ground staff in the performance of their duties, or is likely to behave in a manner that is disruptive and/or unruly, the Carrier may take such measures as it deems reasonably necessary to prevent continuation of such conduct, including to decline boarding or require disembarkation, and to cancel the Ticket. Disruptive or unruly conduct includes, but is not limited to:

- a. Behaving in an unruly, unsafe, or aggressive manner which is considered objectionable by the Carrier; or

- b. Behaving in an unruly, unsafe or aggressive manner which the airline staff or crew or other passengers may reasonably object; or
- c. Failing to comply with any instructions or directions of the crew or ground staff, including but not limited to failing to cooperate or interfering with the crew member's duties, refusing to follow instructions to board or disembark the aircraft, instructions with respect to smoking, alcohol, drug consumption, security and safety or use of an electronic equipment; or
- d. Verbal confrontation or physical assault with ground staff, crew members or other passengers or customers; or
- e. Insulting the modesty of ground staff, crew members or other passengers or customers, uttering any word, making any sound or gesture, or exhibiting any object, intending that such word or sound will be heard, or that such gesture or object will be seen by others, or intruding and/or invading upon the privacy of ground staff, crew members or other passengers or customers; or
- f. Assault or use of force on ground staff, crew members or other passengers or customers, intending to outrage or knowing it to be likely that it will thereby outrage the modesty of the ground staff, crew members or other passengers or customers; or
- g. Committing the following acts of sexual harassment against ground staff, crew members or other passengers or customers –
  - i. Physical abusive behaviour, through means of contact and/or advances involving unwelcome and explicit sexual overtures, inappropriate touching, grabbing, etc.,
  - ii. Making sexually coloured remarks,
  - iii. Attempt to disrobe,
  - iv. Showing pornography, or
  - v. Demand or request for sexual favours; or
- h. Behave in a manner which seeks to cause other passengers to engage in or cooperate with unruly, unsafe or aggressive behaviour that may endanger the aircraft, or any person or property of the Carrier; or
- i. Behave in a manner which causes or is likely to cause discomfort, distress, inconvenience, damage or injury to other passengers, ground staff, the crew or property.

12.2 The Passenger may be declined boarding, disembarked, refused onward carriage at any point or any further carriage in future, and may be prosecuted for the offences committed on board the Aircraft and/or on ground. In such circumstances, the Carrier shall have no liability and the Passenger shall not be entitled to any refunds. Exceptionally disruptive passengers may be placed on the No-Fly list and banned from flying for a specified amount of time as communicated to them, in accordance with law.

12.3 If, as a result of Passenger's conduct of the type mentioned in Article 12.1, the Carrier, decides, in the exercise of their reasonable discretion, to divert the aircraft for the purpose of offloading the Passenger, the Passenger shall pay all costs resulting from that diversion.

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

If in the course of concluding the contract of carriage by air, Carrier also agrees to make arrangements for the provision of additional services, Carrier shall have no liability to the Passenger except for willful negligence on its part in making such arrangements.

## **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 Carrier's Regulations and instructions. Carrier shall not be liable for any aid or information given by any agent or employee of Carrier to any Passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise, or for the consequences to any Passenger 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.

### **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. Carrier 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.

### **14.3 REFUSAL OF ENTRY**

The Passenger agrees to pay the applicable fare whenever Carrier, 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 of transit or of destination. Carrier may apply to the payment of such fare any funds paid to Carrier for unused carriage, or any funds of the Passenger in the possession of Carrier. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Carrier.

### **14.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.**

If Carrier 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 Carrier any amount so paid or deposited and any expenditure so incurred. Carrier may use towards such expenditure any funds paid to Carrier for unused carriage, or any funds of the Passenger in the possession of Carrier.

### **14.5 CUSTOMS INSPECTION**

If required, the Passenger shall attend inspection of his or her Baggage, checked or unchecked, by customs or other Government officials. Carrier 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 by Government or airport officials or by Carrier.

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

Carriage to be performed by several successive Carrier 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.

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

16.1 The Carrier shall be liable for damages sustained in case of death or bodily injury of a Passenger upon condition only that the accident which caused the death or injury took place on board the aircraft, or in the course of any of the operations of embarking or disembarking.

16.2. The Carrier shall be liable for damages sustained in case of destruction or loss of, or of Damage to Checked Baggage upon condition only that the event which caused the destruction, loss or Damage took place on board the aircraft or during any period within which the Checked Baggage was in the charge of the Carrier. However, the Carrier shall not be liable if and to the extent that the Damage resulted from inherent defect, quality or vice of the Baggage. In the case of Unchecked Baggage, including personal items, the Carrier is liable if the Damage has resulted from its fault or that of its servant or agents.

16.3 The Carrier shall be liable for damages occasioned by delay in the carriage by air of Passengers, Baggage or cargo. Nevertheless, the Carrier shall not be liable for Damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

16.4. If the Carrier proves that the Damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom rights are derived, the Carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the Damage. When by reason of death or injury of a Passenger, compensation is claimed by a person other than the Passenger, the Carrier shall likewise be wholly or partly exonerated from its liability to the extent that it proves that the Damage was caused or contributed to by the negligence or other wrongful act or omission of that Passenger.

16.5. All the compensation shall be subject to the Airline Designator Code of Air India appearing in the carrier box of the Ticket for that flight or flight segment, and limits on compensation as provided under these Conditions of Carriage.

#### **Article 17 - LIMITS OF COMPENSATION**

17.1 International Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention as embodied in the Indian Carriage by Air Act 1972 as amended *vide* Act No. 28 of 2009, dated 20/03/2009, and further amended by Notification no.S.O.987(E)

dated 5 March 2020, unless otherwise specified in 17.5.

(1) Pursuant to Notification No S.O. 1283(e) issued by the Government of India notifying The Carriage by Air Amendment Act, 2009, and further amended by Notification no.S.O.987(E) dated 5 March 2020, Carrier hereby agrees that its liability for damages in international carriage would extend up to:

- (a) Liability for death or bodily injury to Passengers shall be in accordance with Air India's Conditions of Carriage, but is limited as per the Montreal Convention, 1999. In case of death or injury of Passengers, the liability of the Carrier for each Passenger is limited to the sum of 128,821 SDR.

Provided that the Carrier shall not be liable beyond this limit if it proves that:

- i. Such Damage is not due to negligence or other wrongful act or omission of the Carrier or its servants or agents.
  - ii. Such Damage was solely due to the negligence or other wrongful act or omission of the Passenger or a third party.
- (b) The liability for loss, delay or Damage to Baggage is limited by the Montreal Convention 1999. Such liability is limited to a maximum of 1,288 SDRs per Passenger, unless the Passenger has made, at the time of when Checked Baggage was handed over to the Carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum, if so required and in that case, the Carrier shall be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the Passenger's actual interest in delivery at destination.
- (c) The liability for Damage occasioned by delay in the carriage by air is limited by Montreal Convention 1999. Such liability is limited to 5,346 SDR, unless certain defenses specified by that Convention apply.
- (d) The liability for destruction, loss, Damage or delay with respect to cargo is limited by Montreal Convention 1999. Such liability is limited to 22 SDR per kilogram of cargo.

17.2 Carriage hereunder which is not international is subject to the rules and limitations relating to liability as specified by Notifications issued from time to time under Section 8 of the Indian Carriage by Air Act, 1972:

(1) Pursuant to Notification No S.O. 3129(E), dated August 22, 2019, issued by the Ministry of Civil Aviation, Government of India, Carrier hereby agrees that its liability shall be as under:

- (a) For damages arising under Article 16.1, not exceeding Rupees Twenty-Five Lakhs Fifty Thousand for each Passenger, Carrier shall not be able to exclude or limit its liability.
- (b) Carrier shall not be liable for damages arising under Article 16.1 to the extent that they exceed for each Passenger, Rupees Twenty-Five Lakhs Fifty Thousand, if Carrier proves that -
  - (i) such Damage was not due to the negligence or other wrongful act or omission of Carrier or its servants or agents; or

(ii) such Damage was solely due to the negligence or other wrongful act or omission of a third party.

(c) In the case of Damage caused by delay as specified in Article 16.3 in the carriage by air of Passengers, the liability of Carrier for each Passenger is limited to Rupees One Lakh per Passenger. Nevertheless, Carrier shall not be liable for Damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the Damage or that it was impossible for it or them to take such measures.

(d) In the carriage of Baggage, the liability of Carrier in the case of destruction, loss, Damage or delay shall be limited to Rupees Twenty-Five Thousand for each Passenger, unless the Passenger has made, at the time when the Checked Baggage was handed over to Carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum, if so required. In that case, Carrier shall be liable to pay a sum not exceeding the declared sum, unless it proves that the declared sum is greater than the Passenger's actual interest.

(e) In the carriage of cargo, the liability of Carrier in case of destruction, loss, Damage or delay is limited to a sum of Rupees Four Hundred Fifty per kilogram, unless the consignor has made, at the time when the package was handed over to Carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum, if so required. In that case, Carrier shall be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the consignor's actual interest in delivery at destination.

17.3 To the extent not in conflict with the foregoing, and whether or not the Convention applies:

1. Carrier is liable only for Damage occurring on its own line. A Carrier issuing a Ticket or checking Baggage over the lines of another Carrier does so only as agent for such other Carrier. Nevertheless, with respect to Checked Baggage the Passenger shall also have a right of action against the first or last Carrier:
2. Carrier is not liable for Damage to Unchecked Baggage unless such Damage is caused by the negligence of Carrier. If there has been contributory negligence on the part of the Passenger, Carrier's liability shall be subject to the applicable law relating to contributory negligence;
3. Carrier is not liable for any Damage arising from its compliance with any laws or Government regulations, orders or requirements, or from failure of the Passenger to comply with the same;
4. If the weight of the Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free Baggage allowance for the class of service concerned as provided in Carrier's Regulations. If in the case of Checked Baggage, a higher value is declared pursuant to Article 9.7, the liability of Carrier shall be limited to such higher declared value;
5. Carrier's liability shall not exceed the amount of proven damages. Carrier shall furthermore not be liable for indirect or consequential Damage;
6. Carrier 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 Carrier shall indemnify Carrier for all losses and expenses incurred by Carrier as a result thereof;

7. Carrier is not liable for Damage to fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples, which are included in the Passenger's Checked Baggage;
8. If a Passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to such Passenger, Carrier shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition;
9. Any exclusion or limitation of liability of Carrier shall apply to and be for the benefit of agents, employees and representatives of Carrier and any person whose aircraft is used by Carrier and such person's agents, employees and representatives. The aggregate amount recoverable from Carrier and from such agents, employees, representative and person shall not exceed the amount of Carrier's limit of liability.

17.4 Unless so expressly provided, nothing herein contained shall waive any exclusion or limitation of liability of Carrier under the Convention or applicable laws.

17.5 Special Provision

#### **SPECIAL AGREEMENT**

Special Agreement applicable to carriage to, from or with an agreed stopping place in the United States of America (see applicable US Tariffs)

Carrier shall avail itself of the limitation of liability provided in the Convention. However, in accordance with Article 22(1) of the Convention, Carrier and certain other Carriers agree that as to all international carriage by such Carriers to which the Convention applies and which according to the contract of Carriage includes a point in the United States of America as a point of origin, a point of destination or agreed stopping place:

- a. the limit of liability for each Passenger for death, wounding or other bodily injury shall be the sum of US\$75,000, inclusive of legal fees and costs except that, in the case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US\$ 58,000 exclusive of legal fees and costs;
- b. Such Carriers shall not, with respect to any claim arising out of the death, wounding or other bodily injury of a Passenger, avail themselves of any defense under Article 20(I) of the Convention.

Nothing herein shall be deemed to affect the rights and liabilities of such Carriers with regard to any claim brought by, on behalf of, or in respect of, any person who has willfully caused Damage



which resulted in death, wounding or other bodily injury of a Passenger.

The names of Carriers party to the Agreement referred to in this paragraph are available at all ticketing offices of such Carriers and may be examined on request. Each of such Carriers has entered into the said agreement solely on its own behalf and with respect to Carriage performed by it and has not thereby imposed any liability on any other Carrier with respect to the portion of the Carriage performed by such other Carrier or assumed any liability with respect to the portion of the Carriage performed by such other Carrier.

## **Article 18- TIME LIMITATION ON CLAIMS AND ACTIONS**

### **18.1 NOTICE OF CLAIMS**

No action shall lie in the case of Damage to Checked Baggage unless the person entitled to delivery complains to Carrier forthwith after the discovery of the Damage, and, at the latest, within seven (7) days from the date of receipt and in the case of delay unless the complaint is made at the latest within twenty-one (21) days from the date on which the Baggage has been placed at his or her disposal. Every complaint must be made in writing and dispatched within the times aforesaid. If no complaint is made within the time period specified above, no action shall lie against the Carrier, except in the case of fraud committed by the Carrier.

### **18.2 LIMITATION OF ACTIONS**

Any right to damages shall be extinguished if an action is not brought within two 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. The method of calculating the period of limitation shall be determined by the law of the court seized of the case.

### **18.3 JURISDICTION**

18.3.1 An action for damages in respect of Baggage shall be brought, at the option of the claimant of damages, in the territory of one of the state parties, either before the court of domicile of the Carrier or of its principal place of business, or where it has a place of business, or where it has a place of business through which the contract has been made or before the court at the place of destination.

18.3.2 An action for damages in case of death may be brought in the above mentioned courts or in the territory of a state party in which, at the time of accident, the Passenger has a Principal and Permanent Residence and to or from which the Carrier operates services for the carriage of Passenger by air, either on its own aircraft, or on another carrier's aircraft pursuant to a Commercial Agreement, and in which the Carrier conducts its business of carriage of Passengers by air from premises leased or owned by the Carrier itself or by another carrier with which it has a Commercial Agreement.

18.3.3 In case of carriage by air performed by a carrier (i.e. actual carrier) other than the contracting Carrier, an action for damages must be brought, at the option of the complainant, in the territory of one of the State parties, either before a court in which an action may be brought against the contracting Carrier, or before the court having jurisdiction at the place where the actual carrier has its domicile or its

principle place of business.

**Article 19- MODIFICATION AND WAIVER**

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