

# General conditions of carriage

When you book a flight with Air France, you agree to our General Conditions of Carriage for both passengers and baggage items. Please make sure to review these conditions carefully. The General Conditions of Carriage should always be reviewed in combination with the Special Conditions of your country or region.

[Visit the Special Conditions page](#)

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## Article 1 - Definitions

Within these conditions and except as otherwise provided for herein, the following terms are used with the meaning given below:

### **"Actual Carrier" or "Real Carrier"**

means the carrier actually making the flight.

### **"Agreed Stopping Place" (or "Stopover")**

means a stop scheduled by the Passenger during their journey, at a stopover located between the departure point and the arrival point, as shown on the Ticket or in the Schedules.

### **"Air Carriage" (or "Air Travel")**

means the carriage of a Passenger and their Baggage by an aircraft, as defined by the applicable Convention.

### **"Air France"**

means the company "Air France", a French public limited company with capital of 126,748,775 euros, with its registered office at 45 rue de Paris, 95 747 Roissy CDG cedex, registered with the Bobigny Trade & Companies Register and bearing registration number 420 495 178.

### **"Air France Website"**

means the website "www.airfrance.com"

### **"Airline Designator Code"**

means the code issued by the IATA, which identifies each carrier that is a member of this association using two or more alphabetical, numerical or alphanumeric characters and that is shown on the Ticket in combination with the flight number.

**"Air Travel" (see "Air Carriage") "Authorised Agent"**

means an individual or legal entity that is authorised by the Carrier to represent the Carrier in the sale of air carriage tickets for its services or for the services of another Carrier if said agent is so authorised.

**"Baggage"**

means the effects and other personal items that accompany Passengers during their journey. Except as otherwise provided for, this term includes both Checked Baggage and Unchecked Baggage.

**"Baggage Check"**

means the portion of the Baggage Identification Form issued to the Passenger by the Carrier, relating to the carriage of Checked Baggage.

**"Baggage Identification Form"**

means a tag issued by the Carrier for the sole purpose of identifying Checked Baggage and that includes a portion that is affixed to the Baggage ("Baggage Tag") and another portion that is issued to the Passenger for the identification of said Baggage ("Baggage Check").

**"Baggage Tag"**

means the part of the Baggage Identification Form attached to Checked Baggage.

**"Beneficiary" (see "Person Entitled to Compensation")**

**"Booking Fees"**

refers to fees charged, where applicable, to the Passenger by the Carrier or its Authorized Agent, in consideration for issuing a Ticket. The amount of said fees is determined by the issuer of the Ticket (the Carrier or the Authorized Agent, as appropriate).

**"Cabin Baggage" (see "Unchecked Baggage") "Carrier"**

means AIR FRANCE or any other carrier for which the Designator Code appears on the Ticket or on a Conjunction Ticket.

**"Chartering"**

means the operation whereby the Carrier having concluded a Contract of Carriage with the Passenger ("Contractual Carrier") delegates to another Carrier ("Actual Carrier") responsibility for performing all or part of the Air Carriage. Also means the operation whereby any other party that has contracted with the Passenger (for example a tour operator) entrusts the Carrier with performing all or part of the Air Carriage.

**"Checked Baggage"**

means Baggage of which the Carrier has agreed to take custody and for which a Baggage Identification Form has been issued.

**"Check-in Closing" (see "Check-in Deadline") "Check-in Deadline" or "CID" or "Check-in Closing"**

means the time limit before which Passengers must have carried out their formalities, in particular check-in, including, where applicable, checking in their Baggage, and be in possession of their boarding card or pass.

**"Code Share" (see "Code Share Flight") "Code Share Flight" or "Code Share"**

means a flight operated by an Air Carrier that can be either the Carrier with which the Passenger has concluded a Contract of Carriage ("Contracting Carrier" or "Contractual Carrier"), or another Carrier (Carrier providing the flight or "Actual Carrier") with which the Contracting Carrier has associated its Designator Code.

**"Community Air Carrier"**

means an Air Carrier that holds a valid operating licence issued by a Member State of the European Union, in accordance with the provisions of Council Regulation (EEC) No 2407/92 of 23 July 1992.

**"Conjunction Ticket"**

means a Ticket the issue of which is rendered necessary because of the large number of coupons for a primary Ticket, which together constitute a single Contract of Carriage.

**"Contingency Plan for lengthy tarmac delays"**

means the contingency plan adopted by the Carrier in the event of a significant delay of the aircraft on the tarmac at an airport located within the United States, as described by the US Department of Transport (DOT).

**"Contract of Carriage"**

means the declarations and provisions appearing on the Ticket, identified as such and incorporating these General Conditions of Carriage as well as notices to Passengers. On certain territories, specific rules may be applicable as described in the Carriers' Specific Terms and Conditions, directly accessible on the Carrier's dedicated website for the relevant market.

**"Contractual Carrier" or "Contracting Carrier"**

means the carrier with which the Passenger has concluded a Contract of Carriage and for which the Designator Code appears on the Ticket.

**"Convention"**

means, as applicable:

(a) the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw on 12 October 1929.

(b) the Hague Protocol of 28 September 1955, which amended the Warsaw Convention.

(c) the Guadalajara Supplementary Convention, of 18 September 1961.

(d) the Montreal Protocols 1, 2 and 4 (1975), which amended the Warsaw Convention.

(e) the Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on 28 May 1999.

**"Coupon"**

means a paper Flight Coupon or an Electronic Coupon (which is electronically stored in the Carrier's computerized reservation system), and mentioning the name of the Passenger supposed to travel on the identified flight.

**"Damage"**

includes the harm that arises in the event of death or bodily injury that a Passenger may suffer or that results from a delay, total or partial loss, or any other harm arising due to Air Carriage, as defined below, or that is in direct connection therewith.

**"Days"**

means the calendar days that include the seven days of the week, it being understood that in the event of notice being issued, the dispatch day is not included and that, in order to determine the validity of a Ticket, the date of Ticket issue or the flight departure date are not counted.

**"Electronic Coupon"**

means an electronic Flight Coupon or any other document that has the same value, which is stored in a digital format in the Carrier's computerised booking system.

**"Electronic Ticket"**

means the Ticket saved by the Carrier or at its request by a computerised booking system and that is evidenced by the Travel Memo (also called the "Itinerary and Receipt"), the electronic Flight Coupon or any other document that has the same value, issued by the Carrier or an Authorised Agent.

**"Fares"**

means the fare for a journey reserved by the Passenger, in a booking class, for given routes, flights and, where applicable, dates.

**"Flight Coupon"**

means the portion of the Ticket identified as being "valid for carriage" or, for Electronic Tickets, the Electronic Coupon that shows the exact points between which the Passenger must be carried.

**"Flight by Rail/Sea/Road"**

means "combined carriage" whereby Air Carriage and the other forms of carriage are sold together and may be performed under different liability systems.

**"Force Majeure"**

means extraordinary and unforeseeable circumstances that are beyond the control of the party invoking it and which could not have been avoided despite all the care and attention exercised.

**"Free Baggage Allowance"**

means the maximum quantity of Baggage (by number and/or weight and/or dimensions) determined by the Carrier with which each Passenger may travel.

**"General Conditions of Carriage"**

means these general conditions of carriage.

**"Gross Fare" or "Fare Including Tax"**

means the Net Fare plus Taxes.

**"IATA" or "International Air Transport Association"**

means the International Air Transport Association, created in April 1945 in Montreal, the purpose of which is to encourage the development of safe, regular and economical air carriage and to promote air services and study the problems related thereto.

**"Internal Flight" or "Domestic Flight"**

means any flight for which the departure and arrival town are within the same State, within territorial continuity.

**"International Agreements (IIA and MIA) of the International Air Transport Association (IATA)"**

means the inter-carrier agreements on the liability of air carriers, signed on 31 October 1995 in Kuala Lumpur (IIA) and on 3 April 1996 in Montreal (MIA), which are applicable by carriers that have been members of the International Air Transport Association (see IATA) since 1 April 1997, and which are included in the legal scope of the international sources of law on carrier liability referred to under points (a) to (d) of the term "Convention" defined below.

**"International Flight"**

means, as defined by the Convention, any flight for which the departure point and arrival point and, possibly, the stopover point, are located on the territory of at least two States that are parties to the Convention, notwithstanding stopovers or aircraft changes, or within a single State if a stopover is scheduled in another State, regardless of whether said other State is or is not party to the Convention.

**"Itinerary and Receipt" (see "Travel Memo") "Net Fare" or "Fare excl. tax"**

refers to the Fare charged to the Passenger, excluding Taxes and Booking Fees.

**"Passenger(s)"**

means any person who is in possession of a Ticket, except members of the crew, who is carried or to be carried by plane.

**"Passenger Coupon" or "Passenger Receipt"**

means the portion of the Ticket, issued by the Carrier or in its name, which is identified as such and must be retained by the Passenger.

**"Passenger Receipt" (see "Passenger Coupon") "Passenger with Reduced Mobility"**

means any person whose mobility is reduced when using transport because of any physical disability (sensory or locomotory, permanent or temporary), intellectual impairment, age or any other cause of disability, and whose situation needs special

attention and adaptation to the person's needs of the services made available to all Passengers.

**"Person Entitled to Compensation"**

means the Passenger or any person who can claim compensation on behalf of said Passenger, in accordance with the applicable law and these General Conditions of Carriage.

**"Pets"**

means a pet (dog or cat) in the cabin or hold, traveling with a Passenger who is either the owner or an individual assuming responsibility on behalf of the owner during the journey.

**"Refund Fees" (ref. "Service Fees") "Reissue Fees" (ref. "Service Fees")  
"Booking"**

means any request for carriage made by a Passenger recorded by the Air Carrier or its Authorised Agent.

**"Schedules" or "Schedule Indicators"**

means the list of departure and arrival times for the aircraft, as shown in the schedule guides published by the Carrier, or under its authority, or as brought to the attention of the public by electronic means.

**"Schedule Indicators" (see "Schedules")**

**"Service Fees"**

refers to fees charged, where applicable, to the Passenger by the Carrier and/or its Authorized Agent, in particular in consideration for the reissue or refund of a Ticket. The Passenger shall be informed by the Carrier of the amount of applicable Service Fees prior to finalization of their request. The amount of said Fees is made available by the Carrier or its Authorized Agent.

**"Special Declaration of Interest"**

means the declaration made by the Passenger when handing over the Baggage to be checked, which specifies a value that is higher than that fixed as a liability limit by the Convention, in consideration for the payment of a surcharge.

**"Special Drawing Right (SDR)"**

means a unit of account of the International Monetary Fund (IMF) the value of which is periodically defined by the IMF, on the basis of the listed prices of several reference currencies.

**"Special Conditions"**

refers to specific applicable rules relative to local laws and regulations for a specific market. These conditions are published by the carrier on the website of this market in the Special Conditions section of the Legal Notices page.

**"Stopovers"**

means the points, with the exception of the points of departure and arrival, shown on the Ticket or mentioned in the Schedules as stopovers planned on the Passenger's itinerary.

**"Tag" (see "Baggage Tag") "Taxes"**

means the fees, taxes and charges imposed by governments, an airport operator or any other authority as defined in Article 4 below.

**"Ticket"**

means a valid document that establishes the right to Carriage, in the form of an "individual or group travel voucher", or by equivalent means in a paperless form, which is issued or authorised by the Air Carrier or its Authorised Agent, which may be completed by a Baggage Identification Form for Checked Baggage. The Ticket evidences the Contract of Carriage and, therefore, incorporates these General Conditions of Carriage. It includes notices to passengers, as stipulated in the Convention.

**"Travel Memo" or "Itinerary and Receipt"**

means one or more documents that the Carrier issues to the Passenger, that confirm(s) the issue of an Electronic Ticket and that bear(s) their name, information on the flight and notices to Passengers.

**"Unchecked Baggage" or "Cabin Baggage"**

means all Baggage other than Checked Baggage. This Baggage remains in the custody of the Passenger.

**Article 2 - Scope of application**

**2.1. General Provisions**

**(a)** The conditions of the Contract of Carriage are the conditions to which the Passenger's Ticket refers. Subject to the provisions of Article 2.2 below, these General Conditions of Carriage apply to all flights, or portions of flights, for which an Air France flight number (Designator Code "AF") appears on the Ticket or on the corresponding Coupon.

**(b)** These General Conditions of Carriage also apply to free or reduced-fare carriage, except as otherwise provided for in the Contract of Carriage or in any other contractual document that links Air France to the Passenger.

**(c)** All carriage is subject to the General Conditions of Carriage and the Carrier's fare regulations in force at the time of the Passenger's Booking.

**(d)** These General Conditions of Carriage have been drawn up pursuant to the Montreal Convention of 28 May 1999 and the European law in force.

**(e)** These General Conditions of Carriage are available from Air France or its Authorised Agents and are accessible on the Air France Website.

## **2.2. Charters and Code Shares**

**(a)** Certain flights are provided by the Carrier pursuant to a Charter or Code Share agreement.

**(b)** If carriage is performed pursuant to a Charter or Code Share Agreement, these General Conditions of Carriage shall apply especially in cases where they are more favorable than the conditions of the Actual Carrier.

**(c)** The Passenger is informed of the identity of the Actual Carrier or Carriers, at the time when the Contract of Carriage is concluded. Following conclusion of the Contract of Carriage, a carrier other than the one specified on the Ticket may operate the Air Carriage in question. The Carrier shall inform the Passenger of the identity of the carrier, once it is known. In all cases, the Passenger shall be informed, at the latest during check-in or, in the case of a connection without prior check-in, prior to boarding, in accordance with the applicable regulations.

**2.3.** The Contingency Plan for lengthy tarmac delays applicable within the United States is that of the Carrier actually operating the flight (Actual Carrier).

## **2.4. Predominance of the Law**

These General Conditions of Carriage are applicable to the extent that they are not contrary to the law in force or the rules governing public order, in which case, said law or rules shall prevail. Any invalidation of one or more provisions of these General Conditions of Carriage shall not have any effect on the validity of other provisions, except where the Contract of Carriage could not continue to apply without the provision that has been declared invalid and ineffective, and that is decisive and essential for the existence of the aforementioned Contract.

## **Article 3 - Tickets**

### **3.1. General Provisions**

**(a)** The Ticket evidences, until proven to the contrary, the existence of the conclusion and content of a Contract of Carriage between the Carrier and the Passenger whose name is shown on the Ticket.

**(b)** The Carriage service is only provided to the Passenger(s) named on the Ticket. The Carrier reserves the right to check the identity documents of these Passengers. Passengers must therefore be able to provide the Carrier with proof of their identity, as well as the identity of those for whom they are responsible, at any time during their journey.

**(c)** A Ticket may not be transferred, subject to the applicable regulations in force, in particular relating to package holidays. If a person other than the person who is to travel presents a Ticket for carriage or refund purposes, the Carrier shall not assume any liability if, while acting in good faith, it carries or refunds the person who presents the Ticket.

**(d)** Certain Tickets, which are sold at specific fares, are partially or totally non-modifiable and/or refundable. It is the Passenger's responsibility, when making their Booking, to consult the conditions applicable to the use of their Ticket and, where



necessary, to take out the appropriate insurance to cover the circumstances under which they might have to cancel or modify their journey.

**(e)** As the Ticket is subject to mandatory formal conditions, the Ticket shall at all times remain the property of the issuing Carrier.

**(f)** With the exception of Electronic Tickets, Passengers may only be carried if they are able to present a valid Ticket that contains the corresponding Coupon for the flight in question and all other unused Coupons, as well as the Passenger Coupon. Moreover, a Ticket that is damaged or has been modified by a person other than the Carrier or one of its Authorised Agents shall not be valid for carriage. For Electronic Tickets, Passengers must provide proof of identity and shall only be carried on a flight if a valid Electronic Ticket has been issued in their name.

**(g)** In the event of the loss of or damage to all or part of the Ticket or non-presentation of a Ticket containing the Passenger Coupon and all the unused Flight Coupons, the Carrier shall replace all or part of said Ticket on the request of the Passenger. This replacement will be in the form of a newly-issued Ticket, provided that when the request is made, the Carrier has proof that a valid Ticket was issued for the flight(s) in question. The Carrier that reissues the Ticket shall charge the Passenger Service Fees for reissuing their Ticket, unless the loss or damage has been caused by the Carrier or its Authorized Agent. If the proof mentioned above is not provided by the Passenger, the Carrier reissuing the Ticket may require the Passenger to pay the Gross Fare for the replacement Ticket. This payment will be refunded when the Carrier has proof that the lost or damaged Ticket was not used during its validity period or, if, during said same period, the Passenger finds the original Ticket and submits it to the Carrier.

**(h)** It is the Passenger's responsibility to take all measures to ensure that the Ticket is not lost or stolen.

**(i)** If a Passenger benefits from a fare reduction or a Fare that is subject to specific conditions, the Passenger must be able, at all times during their journey, to provide the Carrier's officials or agents with appropriate supporting documents justifying the granting of this specific Fare, and to prove the validity thereof. Failing this, a fare readjustment, equating to the difference between the Gross Fare initially paid and the Gross Fare that the Passenger should have paid, will be made or the Passenger may not be allowed to board the aircraft.

### **3.2. Validity Period**

**(a)** Unless otherwise provided for on the Ticket or in these General Conditions of Carriage, and except for Fares that affect the validity period of a Ticket, as stated to the Passenger when buying the Ticket or on the Ticket itself, a Ticket is valid for carriage:

- for one year, as from the date of issue thereof, or
- for one year, as from the date of use of the first Coupon, if such use occurs within one year of the date on which the Ticket is issued.

**(b)** If a Passenger in possession of a valid Ticket is unable to travel during the validity period of their Ticket because, when the Passenger requests a Booking on a flight, the Carrier is not in a position to confirm the Booking requested by the Passenger:

- either the validity of said Ticket shall be extended,
- or the Gross Fare for the Ticket will be refunded, under the conditions provided for in Article 14 below, even in the event that the Ticket is non refundable,
- or the Passenger will accept a corresponding fare readjustment.

**(c)** If, after having started their journey, a Passenger is prevented, for health reasons, from continuing their journey during the validity period of the Ticket, the Carrier may extend the validity of the Ticket until the date on which the Passenger is once again in a position to travel or until the date of the first available flight, upon presentation of an appropriate medical certificate stating the health reasons that prevented the Passenger from continuing their journey and provided these health reasons were not known when the Booking was made. Said extension shall only start at the point at which the journey was interrupted and shall be valid for carriage in the class of the Fare initially paid. If the unused Flight Coupons contain one or more agreed stopping places, the validity of the Ticket may be extended by three months at the most, from the date shown on the medical certificate submitted. In the same way, Air France may, on request, extend the validity of Tickets for immediate family members accompanying the Passenger, subject to compliance with the conditions of proof specified above.

**(d)** In the event of the death of a Passenger during a journey, the Tickets of the persons who are accompanying the deceased Passenger may be changed, either by waiving any minimum stay requirements or by extending the validity period of said Tickets. In the event of the death of an immediate family member of a Passenger whose journey has started, the validity of their Tickets and of those of the members of their immediate family travelling with them may be changed in the same way. Any change mentioned above may only be made after receipt of a valid death certificate. The extension mentioned above shall only start at the point at which the journey was interrupted and shall be valid for carriage in the class of the Gross Fare paid. Any extension may not exceed forty-five (45) days from the date of death.

### **3.3. Force Majeure invoked by a Passenger**

If a Passenger possesses a Ticket, as described in Article 3.1 (d) above, which they have not used or have partially used, and if it is impossible for them to travel for reasons of Force Majeure, as defined in Article 1, the Carrier shall issue to the Passenger a credit note corresponding to the Gross Fare (the tax amount may be refunded to the Passenger separately) for their non-refundable and/or non-changeable Ticket, which is valid for one year, for a subsequent journey on the Carrier's flights and subject to the applicable Service Fees, provided that the Passenger informs the Carrier as soon as possible and provides proof of such instance of Force Majeure.

### **3.4. Flight Coupon Order of Use**

Please note depending on their residency and/or their destination, the below described policy may not apply to some Passengers and different rules may apply. Passengers

shall therefore imperatively consult the "Special Conditions" available on the airfrance website of their place of residence, which form an integral part of these General Conditions of Carriage.

**(a)** The Gross Fare established on the basis of the details, flight dates and routes mentioned on the Ticket corresponds to a departure and an arrival point, via any Stopover scheduled when the Ticket was purchased, and forms an integral part of the Contract of Carriage. The Fare applied on the Ticket issue date is only valid for a Ticket used fully and in the sequential order of Flight Coupons, for the specified journey and on the specified dates.

**(b)** Except in case of Force Majeure, any non-compliant use by the Passenger (for example, if the Passenger does not use the first Coupon or if the Coupons are not used in the order in which they were issued) will result in the payment of an extra fixed-rate fee at the check-in moment for the following Coupon (from 30 hours before the departure) at the call center, at a City Ticket Office or at the airport amounting:

- for flights in Europe (including Metropolitan France and Corsica) to € 150 in Economy and €300 in Business;
- for intercontinental flights to € 500 in Economy and Premium and € 1.500 in Business and La Première (or the equivalent in the local Currency).

**(c)** The extra fee will not be applicable when the Passenger has purchased and used a new Ticket on the same route within 24 hours following the departure of the flight corresponding to the unused Coupon.

**3.5.** Changes that the Passenger wishes to make are subject to the fare conditions attached to their Ticket and to payment of the applicable Service Fees.

### **3.6. Identification of the Carrier**

The Carrier's identification may be shown as an abbreviation on the Ticket, using its Designator Code (as defined in Article 1). The Carrier's address is deemed to be that of its registered office or principal place of business.

## **Article 4 - Fares, taxes, fees and charges**

### **4.1. Fares**

Except as otherwise provided for, Fares for Tickets apply solely to carriage from the airport at the point of departure to the airport at the point of arrival. Fares do not include ground carriage between airports or between airports and town terminals. The Fare shall be calculated in accordance with the Fares in force on the Ticket Booking date, for a journey scheduled on the dates and for the itinerary shown on said Ticket. Any change in itinerary or journey date may have an impact on the applicable Fare. The applicable Fares are those published by the Carrier or calculated thereby, in accordance with the fare regulations in force for the stated flight(s) from the departure point to the arrival point, for a given class of carriage, on the Ticket Booking date. When making a Booking, the Passenger shall be informed of the Gross Fare for the Ticket and the Booking Fees as well as the overall Fare for the Ticket (comprising the Gross Fare and the Booking Fees).

## **4.2. Fees, taxes and charges**

All fees, taxes or charges imposed by governments, by any other authorities or by the airport operator shall be paid by the Passenger. When making a Booking for their Ticket, Passengers will be informed of said fees, taxes or charges, which will be charged in addition to the Net Fare and will be shown separately on the Ticket. These fees, taxes and charges may be created or increased by a government, another authority or an airport operator after the Ticket Booking date. In this case, the Passenger must pay the corresponding amount. Conversely, if the fees, taxes and charges are reduced or abolished, the Passenger may be refunded for the reduced or abolished amounts. Should the Passenger not travel on a flight for which they have a confirmed Booking, the Passenger will benefit from a refund of said taxes, airport charges and other fees, payment of which is connected to actual boarding of the Passenger in accordance with the applicable regulations.

## **4.3. Booking Fees Charged by the Carrier**

The Passenger may be charged Booking Fees by the Carrier for issuing a Ticket. Booking Fees differ depending on the type of journey, the Fare and the Ticket distribution channel. These Fees are added to the Gross Fare. The Booking Fees charged by the Carrier, where applicable, are non-refundable, except where a Ticket is canceled due to an error on the part of the Carrier. The Passenger shall be informed of the amount of Booking Fees that will be charged by the Carrier prior to finalization of their Booking. The amount of Booking Fees charged by Air France is available from the Carrier and on its Website.

## **4.4. Payment Currency**

The Net Fares, Taxes, Booking Fees and Service Fees are payable in the currency of the country where the Ticket was purchased, unless another currency is specified by the Carrier or its Authorised Agent, when the Ticket is purchased or beforehand (for example, due to local currency not being convertible). Moreover, the Carrier may, at its discretion, accept payments in another currency.

## **4.5 Obviously erroneous price / Mistaken Fare**

The Carrier draws attention of the Passenger to the fact that a mistaken Fare may affect the price of the Reservation. In accordance with the applicable law, the Carrier may cancel any Reservation in case of error of display or technical error which makes the price of the Reservation obviously erroneous or ridiculous.

## **Article 5 - Booking**

### **5.1. General Provisions**

Bookings will only be confirmed when they are recorded in the Carrier's computerised booking system. On the request of the Passenger, the Carrier shall provide a Booking confirmation.

### **5.2. Booking Requirements**

Certain Fares may be subject to conditions that limit or exclude the possibility of modifying or cancelling Bookings. If a Passenger has not paid for their Ticket before the

specified ticketing time limit, as notified by the Carrier or its Authorised Agent, the Booking may be cancelled and the seat allocated to another Passenger, without any liability on the part of the Carrier.

### **5.3. Contact details**

The Passenger must provide the Carrier at the time of booking or at the latest the check-in, a mobile phone number or an e-mail address where he can be contacted. When the Reservation is made by an Authorised Agent, the Passenger accepts that this information will be communicated by the Authorised Agent to the Carrier. The Passenger is informed that if this information has not been communicated to the Carrier, he may not benefit from his information right in the event of flight irregularities.

### **5.4 Seat Allocation**

The Carrier shall make reasonable efforts to meet seat allocation requests but cannot guarantee the allocation of a given seat, even if the Reservation is confirmed for said seat. The Carrier reserves the right to change the seat allocation at any time, including after boarding, for operating, security or safety reasons, or for reasons of Force Majeure.

### **5.5 Service on board**

The Carrier shall make reasonable efforts to meet Passengers' requirements regarding the services provided on board aircraft, in particular drinks, special meals, films, etc. However, the Carrier may not be held liable if imperatives relating to security and safety or reasons beyond the control of the Carrier do not allow it to provide suitable services, even if such services are confirmed at the time of Reservation.

### **5.6 Aircraft type**

The type of aircraft indicated to the Passenger at the time of Ticket Booking or subsequently is stated for information purposes only. Imperatives relating to security and safety, reasons beyond the control of the Carrier or operating constraints may lead the Carrier to modify the type of aircraft, without any liability on its part.

## **Article 6 - Personal data**

All personal data are collected and processed by Air France with due observance of the [Air France privacy policy](#).

## **Article 7 - Special assistance**

**7.1.** The carriage of unaccompanied children, Passengers with Reduced Mobility and persons with illnesses or any other person who requires special assistance may be subject to special conditions. It is advisable for Passengers to inform the Carrier of their disability or of any need for special assistance when making their Booking. Should a request for special assistance be made following Booking or, in accordance with the applicable regulations, less than 48 hours prior to departure, the Carrier will naturally do everything in its power to fulfil the request pursuant to the applicable regulations, taking particular account of the time frame and the specific nature of the assistance requested. The special conditions relating to the carriage of people as outlined in this Article 7.1 are

available from the Carrier and its Authorised Agents, on request, and on the Air France Website.

**7.2.** If a Passenger requires a special meal, they must enquire as to the availability thereof when making the Booking (or changing a Booking) or within the time limits published by the Carrier. Otherwise, the Carrier cannot guarantee the presence of said special meal on board the flight in question.

**7.3.** If a Passenger has a medical history or a specific medical condition, it is recommended that the Passenger consult a doctor before taking a flight, particularly a long-haul flight, and take all necessary precautions for their flight to take place without incident.

## **Article 8 - Check-in and boarding**

**8.1.** Check-In Deadlines (CID) vary from one airport to another. Passengers must imperatively comply with Check-In Deadlines, in order to facilitate their journey and avoid their Bookings being cancelled. The Carrier or its Authorised Agent shall provide Passengers with all requisite information on the Check-In Deadline for their first flight with the Carrier. If the Passenger's journey includes subsequent flights, it is the Passenger's responsibility to check that they are in possession of all the information relating to Check-In Deadlines for these flights.

**8.2.** Passengers must arrive sufficiently early before the flight, in order to be able to carry out all the necessary formalities for their journey; in any event, they must comply with the Check-In Deadline. Should the Passenger fail to do so or should the Passenger not present all the documents allowing them to be checked-in and therefore be unable to travel, the Carrier may cancel the Passenger's Booking, without any liability towards the Passenger.

**8.3.** Passengers must be present at the boarding gate prior to the boarding time specified at check-in. The Carrier may cancel a Passenger's Booking if the Passenger is not present at the boarding gate at the latest by the boarding time specified to the Passenger, without any liability to the Passenger.

**8.4.** The Carrier may not be held liable in any way, in particular for any loss, damage or disbursement, if a Passenger has not complied with the conditions of this article.

## **Article 9 - Refusal and limitation of carriage**

At any boarding and/or connection point, the Carrier may refuse to transport a Passenger and their Baggage, if one or more of the following cases has occurred or is likely to occur:

**(a)** The Passenger has not complied with the applicable regulations.

**(b)** The carriage of the Passenger and/or of their Baggage may endanger security, health, hygiene or good order on board the aircraft, in particular if the Passenger uses intimidation, behaves abusively and/or insultingly or uses abusive and/or insulting language to passengers or the crew.

**(c)** The Passenger's physical or mental state, including any condition caused by the consumption of alcohol or the use of drugs or medication, could present a hazard or risk to themselves, other Passengers, the crew or property.

**(d)** The Passenger has threatened the well-being of the Carrier and its staff or has compromised or attempted to compromise their safety or that of the Passengers, while booking, checking in for or boarding their flight, on board or during a previous flight. In such cases, the Carrier is entitled to cancel any unused part of the ticket and, subject to applicable regulations, to refund the fare paid by the Passenger or only the related taxes.

**(e)** As outlined in Article 15.8, the Carrier has informed the Passenger in writing that he or she has been added to the list of persons banned from any aircraft of the Carrier for future travel anywhere within the network. In this case, the cost of the unused Ticket will be refunded pursuant to Article 14 below, even if the Ticket is non refundable.

**(f)** The Passenger is not in a position to prove that they are the person referred to in the "Passenger name" box on the Ticket.

**(g)** The Passenger (or the person who paid for the Ticket) has not paid the Gross Fare in force and/or the applicable Booking Fees and/or Taxes.

**(h)** The Passenger does not appear to be in possession of valid travel documents, has sought to illegally enter a territory during transit, has destroyed their travel documents during the flight, or has refused to allow copies thereof to be made and kept by the Carrier, or the Passenger's travel documents are expired, incomplete in light of the regulations in force, or fraudulent (identity theft, forgery or counterfeiting of documents).

**(i)** The Ticket presented by the Passenger:

- was acquired fraudulently or purchased from an organisation other than the Carrier or its Authorised Agent, or
- has been reported as a stolen or lost document, or
- has been forged or counterfeited, or
- has a Flight Coupon that has been damaged or modified by someone other than the Carrier or its Authorised Agent.

**(j)** The Passenger refuses to pay an additional fare and/or the Service Fees under the conditions specified in Article 3.4 above.

**(k)** The Passenger refuses to pay a surcharge under the conditions specified in Article 10 below.

**(l)** The Passenger has not complied with the instructions and regulations relating to security or safety.

**(m)** A Passenger benefitting from a fare reduction or a Fare that is subject to specific conditions is unable to provide the supporting documents required for the allocation of this specific Fare and refuses to pay the fare readjustment defined in Article 3.1 (i).

## **Article 10 - Baggage**

### **10.1. General Provisions**

#### **10.1.1 The Passenger's Obligations**

- (a) Passengers declare that they are fully aware of the content of all of their Baggage.
- (b) Passengers undertake not to leave their Baggage unattended from the time when they pack it and not to accept items from another passenger or any other person.
- (c) Passengers undertake not to travel with Baggage entrusted to them by a third party.
- (d) The Passenger is advised to ensure that his Baggage is properly and securely packed and protected in suitable containers so as not to damage the objects and materials in his Baggage as well as the Baggage of other Passengers or the Carrier's aircraft.

#### **10.1.2. Prohibited Items**

Passengers must not include in their Baggage any items for which carriage is prohibited or restricted by the applicable regulations and the law in force in any departure, arrival or transit State or State over which the aircraft flies, including in particular:

- (a) Items that are liable to endanger the aircraft, the persons or property on board, 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 the Carrier's regulations, as applicable (additional information is available upon request from the Carrier); these items include, in particular, explosives, pressurised gas, oxidising, radioactive or magnetised substances, inflammable substances, toxic or corrosive substances and liquid substances of any kind (except for liquids contained in hand Baggage and intended for personal use by Passengers during their journey).
- (b) Items of which the weight, dimensions, configuration or nature make them unsuitable for carriage, in particular in light of the type of aircraft used. Information on these items will be provided to Passengers, on request.
- (c) Firearms and ammunition other than those intended for hunting or sport which, in order to be accepted as Checked Baggage, must be unloaded and suitably packed and have the safety catch on. The carriage of ammunition is subject to the ICAO and IATA Dangerous Goods Regulations, as stated in paragraph (a) above.
- (d) Cutting weapons, stabbing weapons and aerosols that may be used as attack or defence weapons, antique weapons, swords, knives and other weapons of this type. This type of item may not be transported in the cabin under any circumstances. They may nevertheless be included in Checked Baggage, subject to prior and express acceptance by the Carrier.
- (e) Live animals, with the exception of pets, subject to compliance with the conditions specified in Article 10.4.

#### **10.1.3. Right of Search**

For security/safety reasons and/or on the request of the authorities, the Passenger may be asked to undergo a search or a scan of their Baggage (using X-rays or another technique). If a Passenger is not available, their Baggage may be scanned or searched



in their absence, with a view to checking, in particular, whether it contains the items referred to in Article 10.1.2 above. If a Passenger refuses to comply with such requests, the Carrier may deny them and their Baggage carriage.

#### **10.1.4. Right to Refuse to Carry Baggage**

(a) The Carrier may, for security and/or safety reasons, refuse to carry or continue to carry a Passenger's Baggage if it contains the items listed in Article 10.1.2. above or if the Passenger has failed to comply with the obligations defined in Article 10.1.1 (a), (b) and (c). The Carrier has no obligation to take custody of refused Baggage and/or items.

(b) The Carrier may, in particular for security, safety or hygiene reasons, refuse to carry any item that is incompatible with air carriage because of its dimensions, shape, weight, contents, configuration or nature, or refuse to continue to carry them, should they be discovered during a journey.

(c) The Carrier may refuse to carry Baggage for which the Passenger has refused to pay the surcharge as defined in Article 10.2.2. The Carrier has no obligation to take custody of refused Baggage and/or items.

(d) The Carrier will not agree to carry animals that do not have the documents required by the applicable regulations, as defined in particular in Article 10.4.

(e) The Carrier may refuse to carry in the hold Baggage that has not been handed over by the Passenger to the Carrier prior to the Check-in Deadline under the conditions defined in Article 10.2.1 (a).

### **10.2. Checked Baggage 10.2.1. General Provisions**

(a) The Passenger must hand over Baggage at the Carrier's check-in desk for the purpose of checking in prior to the Check-in Deadline.

(b) As soon as the Passenger has handed over their Baggage at check-in, under the aforementioned conditions, the Carrier shall take custody thereof and issue Passengers with a Baggage Check, for each item of Checked Baggage.

(c) The Passenger must affix his contact data to his Checked Baggage.

(d) Checked Baggage will, to the extent possible, be carried in the same aircraft as the Passenger unless, for operating or security/safety reasons, the Carrier decides that it will be carried on another flight. In this case, the Carrier will deliver the Baggage to the Passenger, unless the applicable regulations require the Passenger to be present for a customs inspection.

(e) Checked Baggage must be able to withstand normal handling and protect its contents.

(f) Subject to applicable regulations, the Passenger must not include in his Baggage fragile or perishable items, or valuable items such as currency, jewellery, works of art, precious metals, silverware, securities or other valuables, optical or photographic equipment, computers, electronic and/or telecommunication equipment or devices, musical instruments, passports and identity documents, keys, business documents, manuscripts or deeds, whether individualised or fungible, etc.

(g) Subject to the applicable regulations, Passengers are advised not to carry any medication in their Checked Baggage.

(h) In order to be able to collect his or her Checked Baggage, if the Passenger decides to cut the journey short, and does not use all the Flight Coupons, they may be liable to pay a fixed fee of €400.

#### **10.2.2. Free Baggage Allowance**

(a) The Free Baggage Allowance corresponds to carriage in the hold of a quantity of Baggage per Passenger limited by number and/or weight and/or dimensions, determined on the basis of the destination and the Fare paid, and appearing on the Ticket.

(b) Passengers may travel with Checked Baggage that exceeds the Free Baggage Allowance, subject to payment of a surcharge. The conditions relating to this surcharge are available from the Carrier and its Authorised Agents and on the Air France Website.

(c) In all cases, Checked Baggage may not exceed a maximum weight per Passenger. Information relating to this maximum weight is available from the Carrier and its Authorised Agents and on the Air France Website.

(d) Passengers can obtain all the relevant information regarding this Free Baggage Allowance from the Carrier and its Authorised Agents and from the Air France Website.

#### **10.2.3. Special Declaration of Interest**

(a) For all Checked Baggage for which the value exceeds the liability limits defined by the Convention in the event of destruction, loss, damage or delay, Passengers may either personally insure all their Baggage prior to the journey or, when handing over the Baggage to the Carrier, make a Special Declaration of Interest limited to a certain amount. In this case, a surcharge must be paid by the Passenger. Compensation will be paid in accordance with the provisions of Article 19.

(b) The Carrier reserves the right to verify the adequacy of the value declared in light of the value of the Baggage and the contents thereof.

(c) All Special Declarations of Interest must be made by the Passenger to the Carrier prior to the Check-in Deadline. The Carrier also has the option of capping the level of the declarations that are liable to be made at a maximum amount. The Carrier also has the right to provide proof, in the event of damage, that the amount declared was higher than the Passenger's genuine interest at the time of delivery.

(d) Passengers can obtain all the relevant information regarding this Special Declaration of Interest and the surcharge specified in Article 10.2.3 (a) above from the Carrier.

#### **10.2.4. Collection and Delivery of Baggage**

(a) Subject to the provisions of Article 10.2.1 (d), it is the responsibility of Passengers to collect their Checked Baggage as soon as it is made available to them at the arrival points or Agreed Stopping Place points. If a Passenger does not collect Baggage within three months from the Baggage being made available to them, the Carrier may dispose of said Baggage, without being liable to the Passenger in any way.

(b) Only the bearer of the Baggage Check is authorised to collect Checked Baggage.

(c) If a person claiming Baggage is not in a position to produce the Baggage Check, the Carrier shall only hand over the Baggage to them on the condition that they establish their rights thereto in a satisfactory manner.

(d) Acceptance of the Baggage by the bearer of the Baggage Check without any complaint on their part at the time of delivery constitutes a presumption, unless proven to the contrary, that the Baggage was delivered in good condition, in accordance with the Contract of Carriage.

### **10.3. Unchecked Baggage**

(a) All Tickets allow for carriage in the cabin of a quantity of Unchecked Baggage, which is limited by number and/or weight and/or dimensions. Should this information not have been specified to the Passenger, a single Unchecked Baggage item will be accepted and Unchecked Baggage must be able to be placed beneath the seat in front of the Passenger or in a locker provided for this purpose.

Should the Carrier be required to check Baggage into the hold as a result of a failure on the part of the Passenger to comply with the above conditions, the Passenger may, where applicable, be required to pay a surcharge, as specified in Article 10.2.2 (b).

Certain Baggage that Passengers wish to take in the cabin may, for security and/or safety, operational or aircraft configuration reasons, at any time prior to the flight departure, be denied cabin access and must be carried as Checked Baggage.

(b) Baggage/items that Passengers do not wish to carry in the hold (such as fragile musical instruments or other items) and that do not comply with the provisions of Article 10.3. (a) above (excess dimensions and/or weight) may only be accepted for cabin carriage if the Carrier has been duly informed thereof by the Passenger prior to check-in and has granted authorisation. In this case, the carriage of said Baggage may be subject to a surcharge, in accordance with the Carrier's fare conditions, which can be obtained from the latter.

(c) Passengers are responsible for personal effects and Unchecked Baggage that they take into the cabin. In the event of the destruction, theft, loss or damage of personal effects and Unchecked Baggage, the Carrier may only be held liable if wrongdoing on its part, or that of its officials or agents, is proven, said liability being limited to the amount defined in Article 19 of the General Conditions of Carriage.

### **10.4. Pets 10.4.1. General Provisions**

(a) The carriage of Pets travelling with Passengers is subject to the Carrier's prior and explicit acceptance.

(b) The number of Pets that can be carried is limited per flight and per Passenger.

(c) In accordance with the regulations in force, the carriage of certain categories of Pets is prohibited. Information relating to these categories is available, on request, from the Carrier and its Authorised Agents and on the Air France Website.

(d) Passengers must be able to provide valid documents relating to their Pets, required by the authorities in the departure, arrival or transit country, including in particular passports, health and vaccination certificates and entry or transit permits.

(e) Depending on the destination, the carriage of Pets may be subject to conditions, in particular age, weight and health checks, which the Passenger may obtain from the Carrier.

(f) The Pet and its cage are not included in the Free Baggage Allowance; the Passenger must pay a surcharge, the conditions of which are available from the Carrier.

(g) Guide dogs and their cages accompanying Passengers with Reduced Mobility will be carried free of charge, in addition to the Free Baggage Allowance, in accordance with the Carrier's regulations, which are available on request.

(h) In the event of fraud or the absence or invalidity of the required documents or if the container intended for carrying the Pet does not comply with the provisions of Article 10.4.3, the Carrier shall not assume any liability for the injury, loss, delay, illness or death of animals carried, as a result of these failures, unless this is caused by the fault or negligence of the Carrier. Passengers travelling with animals who fail to comply with the applicable regulations must reimburse the fines, loss, compensation and all costs incurred due to such a situation.

(i) Passengers can obtain all the relevant information regarding the carriage of Pets and, in particular, the surcharge specified in Article 10.4.1

(f) above from the Carrier and its Authorised Agents and on the Air France Website.

#### **10.4.2 Pets Travelling in the Cabin**

(a) Only Pets and their cages not exceeding a weight fixed by the Carrier may be accepted in the cabin. Guide dogs will be accepted in the cabin, subject to the applicable regulations.

(b) Pets must be placed in a carrier designed for this purpose, which is closed and fully contains the animal and in which the animal is able to stand up, turn around and breathe easily and freely.

(c) Passengers undertake not to remove animals, even partially, from their carriers for the entire duration of the flight.

#### **10.4.2 Pets Travelling in the Hold**

Pets must be placed in a rigid plastic or fibre glass carry cage approved by the IATA (International Air Transport Association).

### **Article 11 - Schedules**

**11.1.** The flights and flight Schedules listed in the Schedule Indicators have no contractual value and are solely intended to inform Passengers of the flights offered by the Carrier. Said Schedule Indicators are not definitive and are liable to be changed after their publication date.

**11.2.** On the other hand, the flight Schedules printed on the Ticket are deemed, subject to changes for reasons beyond the control of the Carrier, to form an integral part of the Contract of Carriage.

**11.3.** It is the Passenger's responsibility to provide the Carrier with their contact details so that they can be contacted in the event of a change in the planned schedules as they appear on the Ticket.

## **Article 12 - Delays and cancellation of flights**

**12.1.** The Carrier will take all steps required to carry the Passenger and their Baggage without delay. In this respect, and with the aim of avoiding cancelling the carriage, the Carrier may be led to offer the Passenger carriage in another aircraft or the possibility of making the journey on another Carrier's flights and/or by any other means of carriage to/from another airport.

**12.2.** In the event of a flight cancellation or delay, and if the Passenger has a single Contract of Carriage (as defined by the Convention), the Carrier will implement all the provisions of the relevant applicable regulations.

**12.3.** Subject to applicable law, the Carrier will handle claims for compensation under Regulation (EC) N°261/2004 made by a third party (other than the legal guardian (for juveniles and incapacitated adults) or another Passenger mentioned in the same booking) on behalf of the Passenger, only if the latter has previously made his claim directly via the [form](#) available on the Carrier's website and has given the Carrier a period of 28 days to reply.

**12.4.** Article 12.3 does not prevent the Passenger from seeking advice from a lawyer or a third party before submitting his claim directly to the Carrier.

**12.5.** The Passenger or his legal guardian commits not to assign any right to compensation, damages or refund that he could hold against the Carrier. Subject to the applicable law, any assignment of the Passenger's rights to compensation, damages or refund shall be deemed null and void.

**12.6.** In accordance with the Carrier's procedures, the payment of compensation will be made by wire transfer directly to the Passenger's or his legal guardian bank account.

## **Article 13 - Overbooking and downgrading**

**13.1.** If, due to scheduled overbooking, the Carrier is not in a position to offer a seat to the Passenger, even though the Passenger has a confirmed Booking, a valid Ticket and has arrived for check-in and boarding in accordance with the required timeframes and conditions, the Carrier shall grant the compensation provided for by the relevant applicable regulations, where applicable.

**13.2.** In the event that the Passenger is placed in a lower class than that for which the Ticket was purchased, the Carrier will refund him the amount provided by the relevant applicable regulations.

## **Article 14 - Refunds**

**14.1.** The refund of a Ticket, in whole or part, will take place in accordance with the conditions defined in this Article 14, in accordance with the Ticket's fare conditions and, in all circumstances, with the relevant applicable regulations.

**14.2.** A refund, where it is authorised by the Ticket's fare conditions, will be paid on the basis of the Gross Fare paid for the Ticket.

**14.3.** Requests for the refund of a Ticket must be submitted to the issuer of the Ticket (the Carrier or Authorised Agent, as applicable).

**14.4.** The Carrier may refuse to grant a refund for any ticket:

**(a)** if the request is made after expiry of the Ticket's validity date.

**(b)** which meets the legislative or regulatory requirement to possess a ticket that enables the Passenger to leave the country, unless said Passenger provides sufficient proof to establish that they are authorised to reside in said country or that they will leave using another Carrier, or by any other means of carriage.

**(c)** for which the holder has not been admitted by the destination or transit authorities on the scheduled route, and if the Passenger was returned to their boarding point or to any other destination for this reason.

**(d)** stolen, forged or counterfeit Ticket.

**(e)** when the Carrier has refused to carry its holder, in accordance with Article 9, except in the case specified in paragraph (e).

**14.5.** Refunds are subject to the applicable regulations in the country in which the Ticket was originally purchased and/or to the applicable regulations in the country in which the refund must be paid.

## **Article 15 - Conduct aboard aircraft**

**15.1.** On board the aircraft, Passengers must not behave in a way that is liable to discomfort, inconvenience, threaten or endanger one or more persons, property or the aircraft itself. In this respect, Passengers must not hinder the crew from performing their duties and must comply with the crew's guidance, instructions and recommendations in order to ensure the security and safety of the aircraft, the smooth running of the flight and the comfort of the Passengers.

**15.2.** For security reasons, the Carrier may prohibit or limit the use on board the aircraft of electronic devices, such as cellular telephones, laptop computers, portable recorders, portable radios, electronic games or transmitting devices, as well as all radio-controlled games and walkie-talkies, except for hearing aids and pacemakers.

**15.3.** Smoking is strictly prohibited on board aircraft.

**15.4.** The personal consumption of alcohol is not permitted on board.

**15.5.** Recording videos and/or taking photographs other than personal videos and photographs is prohibited on board the aircraft.

**15.6.** If a Passenger fails to comply with the provisions of this article, the Carrier may take all the necessary appropriate and reasonable measures, pursuant to legislative and regulatory provisions. To this end, the Carrier may disembark the Passenger and/or use restraining measures at any stage of the flight.

**15.7.** If a Passenger does not comply with the provisions of this article (and with those of Article 9 relating to carriage refusal and limitation) or commits a criminal or reprehensible act on board an aircraft, the Carrier reserves the right to take legal action against said Passenger.

**15.8.** If the Passenger does not comply with the measures outlined in the present Article, he or she may be added to the list of persons banned from any aircraft of the Carrier.

## **Article 16 - Ground carriage**

**16.1** If the Carrier provides ground or sea carriage services (limousine, bus, train, boat, etc.), different liability systems apply to said ground carriage. The conditions of carriage and the liability systems are available from the Carrier, on request.

**16.2** The Air Carrier is not liable for damage to Passengers and their Baggage during carriage by road, rail or sea.

## **Article 17 - Successive air carriers**

**17.1.** Air Carriage performed by several successive Carriers, under a single Ticket or a Conjunction Ticket, is deemed to constitute, for the application of the Convention, a single carriage operation, where envisaged by the parties as being a single operation. The provisions that cover this situation are set forth in Article 19.1.3 (a).

**17.2.** Where the Carrier has issued the Ticket or is the Carrier designated first on the Ticket or on a Conjunction Ticket issued for successive Carriage, the Carrier shall only be liable for the portion of the Carriage performed using its own resources.

**17.3.** In the event of the destruction, loss, damage or delay of their Baggage, Passengers or their beneficiaries may file a claim against the carrier that performed the carriage during which the accident or the delay occurred. Passengers may also file a claim against the first and last carrier.

## **Article 18 - Administrative formalities**

### **18.1. General Provisions**

**(a)** Passengers are required, under their own responsibility, to procure all the specific documents, visas and permits required for their journey and, where applicable, for that of their minor children and/or passengers for which they are responsible and/or Pets travelling with them, and must also comply with the applicable regulations of States (departure, arrival and transit), as well as with the Carrier's instructions.

**(b)** The Carrier may not be held liable for the consequences suffered by Passengers in the event of failure to comply with the obligations referred to in Article 18.1 (a).

### **18.2. Travel Documents**

**(a)** Passengers are required to present entry, exit and transit documents, as well as health and other documents required by the regulations in force in the departure, arrival and transit States. Passengers are moreover required to hand over to the Carrier and/or allow the Carrier to make a copy of said documents, if required, or to record information contained therein.

**(b)** The Carrier reserves the right, in accordance with Article 9, to refuse carriage if a Passenger fails to comply with the applicable regulations or if the Carrier has doubts as to the validity of the documents presented.

**(c)** The Carrier may not be held liable for the consequences (in particular losses or expenses) suffered by Passengers who fail to comply with the applicable regulations.

### **18.3. Refusal of Entry**

If a Passenger is refused entry to a territory, they must pay all the resulting charges or fines imposed on the Carrier by the local authorities, as well as the Gross Fare for carriage if the Carrier, due to a government order, is required to return the Passenger to their departure location or elsewhere. The price of the Ticket purchased for carriage to the destination, for which entry to the territory was refused, shall not be refunded by the Carrier.

### **18.4. Passenger Liability for Fines, Detention Costs, etc.**

If the Carrier has to pay or deposit a fine or penalty or incur expenses of any kind due to the non-compliance, whether voluntary or involuntary, by a Passenger with the law in force in the States in question, or due to a failure to present the required documents, or the presentation of invalid documents, the Passenger must, at the Carrier's request, reimburse the amounts thus paid or deposited and the disbursements incurred. For this purpose, the Carrier may use any amount paid to it for non-performed carriage or any amount belonging to the Passenger that is held by the Carrier.

### **18.5. Customs Inspections**

**(a)** Passengers may be called on to be present at the inspection of their Baggage (delayed, Checked or Unchecked) on the request of customs officers or any other government authority. The Carrier may not be held liable for damage or losses suffered by Passengers as a result of such inspections, in particular if the latter refuse to be present at the inspection of their Baggage.

**(b)** Passengers must compensate the Carrier if action, omission or negligence on their part causes damage to the Carrier due, in particular, to their failure to comply with the provisions of this article or the authorisation given to the Carrier to inspect their Baggage.

### **18.6. Security Checks**

**(a)** Passengers are required to undergo the security (and safety) checks required by government or airport authorities, as well as on the request of the Carrier.

**(b)** The Carrier may not be held liable for refusing to carry a Passenger, in particular in the event that such a refusal is based on the profound conviction that said refusal is warranted by the applicable law, regulations and/or requirements.



## **Article 19 - Liability for damage**

### **19.1. General Provisions**

The Carrier's liability shall be determined by the Contractual Carrier's General Conditions of Carriage, except as otherwise provided for and brought to the Passenger's attention. If the Carrier's liability is incurred, it will be incurred under the following conditions:

**19.1.1.** Carriage performed under these General Conditions of Carriage is subject to the liability rules laid down by the Montreal Convention of 28 May 1999, and Regulation (EC) No 889 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97 of 9 October 1997 on air carrier liability in respect of the carriage of passengers and their baggage by air.

**19.1.2.** The Carrier shall be liable for the harm caused in the event of death or bodily injury provided that the accident that caused the death or bodily injury occurred on board the aircraft or during any embarkation or disembarkation operations, as defined by Article 17 of the Convention.

**19.1.3.** To the extent that the following provisions do not conflict with the other provisions in these Conditions, and regardless of whether or not the Convention is applicable:

**(a)** The Carrier's liability is limited to Damage occurring during Air Carriage for which its Designator Code appears on the Coupon or the Ticket that corresponds to the flight. If the Carrier issues a Ticket for a carriage service performed by another Carrier or if the Carrier checks in Baggage on behalf of another Carrier, the Carrier shall only act as an agent for said other Carrier. However, as regards Checked Baggage, Passengers are entitled to take action against the first or the last Carrier involved in their journey.

**(b)** The Carrier's liability may not exceed the amount of proven direct Damage and the Carrier shall not be liable, in any way, for consequential Damage or any form of non-compensatory Damage.

**(c)** The Carrier may in no way be held liable for Damage that results from compliance by the Carrier with any provisions of the law or regulations (laws, regulations, decisions, requirements and provisions) or a failure to comply with said same provisions by the Passenger.

**(d)** The Carrier may not be held liable for Damage to Unchecked Baggage, unless such Damage is caused directly by a failure or action on the part of the Carrier, one of its officials or agents, which must be proved by the Passenger citing such Damage.

**(e)** The Carrier is not liable for any illness, injury or disability, including the death of a Passenger, caused by the Passenger's physical condition, nor for any deterioration in said same condition.

**(f)** The Contract of Carriage, including these General Conditions of Carriage and all the liability exclusions or limitations contained therein, shall apply to and benefit the Carrier's Authorised Agents, its officials and agents, who have performed their jobs, its representatives and the owner of the aircraft used by the Carrier, as well as the said

owner's staff, employees and representatives. The overall amount recoverable from the aforementioned persons may not exceed the amount of the Carrier's liability.

**(g)** If negligence or another wrongful action or omission on the part of the person who is claiming compensation, or the person whose rights they hold, caused the Damage or contributed thereto, the Carrier shall be wholly or partially exempt from its liability with regard to said person, including in the event of death or bodily injury, in accordance with the law in force.

**(h)** Except as expressly otherwise provided for, none of these provisions involve the waiver of the exclusion or limitation of the liability of the Carrier, the owner whose aircraft is used by the Carrier, their staff, officials, agents or representatives, in accordance with the Convention and applicable law.

## **19.2. Provisions Applicable to International and Internal Flights**

### **19.2.1. Bodily Injury:**

**(a)** In accordance with Article 17 § 1 of the Montreal Convention of 28 May 1999, the Carrier is liable for Damage sustained in the event of the death or bodily injury suffered by a Passenger, if the accident that caused the Damage occurred on board the aircraft or in the course of any embarking or disembarking operations, pursuant to the aforementioned Convention, and subject to any liability exemptions.

**(b)** The Carrier shall not be liable for the Damage if it provides proof that:

- The death or bodily injuries suffered were a result of the physical or mental health of the Passenger prior to the Passenger boarding the flight.
- The Damage, as defined by paragraph 2.1 (a) was caused, in whole or in part, by negligence, a wrongful act or omission on the part of the person claiming compensation, or the person whose rights they hold, in accordance with Article 20 of the Montreal Convention of 28 May 1999.
- The Damage is not due to negligence, or another wrongful act or omission on the part of the Carrier, its officials or agents, insofar as the amount of Damage exceeds 151,880 SDRs per Passenger, pursuant to Article 21 § 2 (a) of the Montreal Convention of 28 May 1999.
- The Damage results solely from negligence, or another wrongful act or omission on the part of a third party, insofar as the amount of Damage exceeds 151,880 SDRs per Passenger, pursuant to Article 21 § 2 (b).

**(c)** Amount of compensable Damage:

- The extent of the Carrier's liability in the event of the death or bodily injury of a Passenger, pursuant to paragraph 2.1 (a) above, is not subject to any limitation. The amount of compensable Damage shall cover redress of the Damage, as determined by amicable agreement, expert appraisal or the competent courts.
- Within the scope of these provisions, the Carrier shall only compensate Passengers in excess of the amounts received thereby under the social security system to which they are affiliated and solely for compensatory Damage.

**(d)** The Carrier reserves all rights of recourse and subrogation against all third parties.

**(e)** In the event of death or bodily injury resulting from an air accident, pursuant to Article 17 of the Montreal Convention of 28 May 1999 and paragraph 2.1 (a) of this article and pursuant to Article 5 of Regulation (EC) No 889 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027 of 19 October 1997, the person identified as the Beneficiary may benefit from an advance to enable them to meet their immediate needs, in proportion to the material damage sustained. Said advance shall not be less than the equivalent in euros of 16,000 SDR per Passenger in the event of death. Subject to the law in force, said advance shall be paid within 15 days of the identification of the Beneficiary and shall be deductible from the definitive amount of compensation owed to the deceased Passenger.

Pursuant to Article 5 of Regulation (EC) No 889 of 13 May 2002 and Article 28 of the Montreal Convention of 28 May 1999, the payment of said advances or early payments does not constitute recognition of liability and said amounts may be deducted from amounts paid subsequently by the Community Air Carrier as compensation, depending on the liability thereof.

Said advance is not refundable except where proof is provided that negligence or another wrongful act or omission on the part of the person claiming compensation, or of the person whose rights they hold, caused the Damage or contributed thereto, or where the person to whom the advance was paid was not entitled to compensation.

#### **19.2.2 Delays:**

##### **(a) Characteristics of compensable Damage:**

- Solely proven direct Damage that directly results from a delay is compensable, to the exclusion of all consequential Damage or any other form of Damage other than compensatory Damage.
- The Passenger must prove the existence of Damage resulting directly from the delay.

##### **(b) Extent of the Carrier's liability:**

- The Carrier shall not be liable for Damage resulting from a delay if it proves that it, its officials or agents took all the measures that could reasonably be required to prevent the Damage or that it was impossible for it to take such measures.
- The Carrier is not liable for the Damage resulting from a delay, if the delay is attributable to the Passenger or if the Passenger contributed thereto, i.e. if the Damage results in whole or in part from negligence, or a wrongful act or omission on the part of the person who is claiming compensation or of the person whose rights they hold.

##### **(c) Extent of Compensation:**

- In the event of Damage suffered by Passengers resulting from a delay, as defined by the Montreal Convention of 28 May 1999, and with the exception of acts or omissions on the part of the Carrier or the latter's officials committed with the intention of causing Damage or imprudently and with an awareness that Damage could be caused, the

Carrier's liability is limited to the amount of 6,303 SDRs per Passenger. The amount of compensation shall be determined in light of the Damage proved by the Passenger.

- In the event of Damage resulting from a delay in the delivery of Checked Baggage, and with the exception of acts or omissions committed with the intention of causing Damage or imprudently and with an awareness that Damage could be caused, the Carrier's liability is limited to the amount of 1,519 SDRs per Passenger. Lump-sum compensation (intended to cover the costs of immediate requirements) may be granted to Passengers.

### **19.2.3 Baggage:**

**(a)** In accordance with Article 17 of the Montreal Convention of 28 May 1999, the Carrier is liable for Damage suffered due to the destruction, loss or damage of Checked Baggage, if the incident that caused the Damage occurred on board the aircraft or during any period during which the Carrier had custody of the Checked Baggage.

**(b)** Exclusions of the Carrier's liability:

- The Carrier shall not be liable for Damage suffered by a Passenger's Baggage where said Damage results from the nature of or an inherent defect in said Baggage. If the property contained in the Passenger's Baggage is a cause of damage to another person or the Carrier, the Passenger must compensate the Carrier for all losses suffered and costs incurred as a result.
- The Carrier shall not assume any specific liability, other than that provided for in subparagraph (c) below, for any Damage and/or loss caused to fragile or valuable items or items that are not adequately packed, as specified in Article 10.1.2., unless the Passenger has made a Special Declaration of Interest as provided for in Article 10.2.3. and has paid the corresponding surcharge.
- The Carrier shall not be liable for Damage caused in whole or in part to Baggage, due to negligence, or a wrongful act or omission on the part of the person who is claiming compensation, or the person whose rights they hold.

**(c) Amount of Compensable Damage:**

- For Checked Baggage and with the exception of acts or omissions committed with the intention of causing Damage or imprudently and with an awareness that Damage could result therefrom, the Carrier's liability in the event of Damage shall be limited to 1,519 SDRs per Passenger. If a higher value was declared, pursuant to Article 10.2.3., the Carrier's liability shall be limited to the value declared, unless the Carrier can provide proof that said value is higher than the Passenger's genuine interest at the time of delivery.
- For Unchecked Baggage allowed on board, the Carrier may only be held liable in the event of proven fault on the part of the Carrier, its officials or agents. In this case, said liability shall be limited to 1,519 SDRs per Passenger.

## **Article 20 - Time limitation on claims and action**

### **20.1. Notification of Claims for Baggage**

(a) The receipt of Checked Baggage without any complaint from the Passenger within the scheduled timeframes shall constitute a presumption, unless the Passenger provides proof to the contrary, that the Baggage was delivered in a good condition and in accordance with the Contract of Carriage. All missing Baggage must imperatively be declared to the Carrier as soon as the flight arrives. Any declarations made subsequently may not be taken into account. In the same way, any item noted as missing from Baggage must imperatively be declared to the Carrier as soon as possible. Any late declarations may not be taken into account.

(b) In the event of delay, damage or destruction of Baggage, the Passenger in question must file a written complaint with the Carrier as soon as possible and at the latest within a period of seven (7) days (in the event of damage or destruction) and twenty-one (21) days (in the event of delay) respectively from the date on which the Baggage was made available to the Passenger. If a complaint is not filed within the time limits stipulated, all action against the Carrier shall be inadmissible, except in the event of fraud by the Carrier. If the complaint was lodged within the stipulated time limits of seven (7) or twenty-one (21) days and no conciliation has been reached between the Carrier and the Passenger, the Passenger may file an action for damages within two years of the arrival date of the aircraft, or of the date on which the aircraft was scheduled to land.

### **20.2. Liability Actions for Passengers**

All liability actions must be filed, under penalty of forfeiture, within two years from the arrival at destination, or from the date on which the aircraft was scheduled to arrive or from the end of the carriage. The method for calculating the time limit shall be determined by the law of the Court before which proceedings are brought.

**20.3. All the claims or actions mentioned in paragraphs 20.1 and 20.2 above must be made in writing, within the time limits specified.**