

## **General Conditions of Carriage for Passengers and Baggage (flight ticket GCC)**

Munich, January 2023

Publisher:

Lufthansa City Airlines GmbH

Article 1: Definition of terms

Article 2: Applicability

Article 3: Tickets

Article 4: Fares, taxes, fees and charges

Article 5: Reservations

Article 6: Check-in and boarding

Article 7: Limitations and refusal of carriage

Article 8: Baggage

Article 9: Refunds

Article 10: Behaviour on board

Article 11: Additional services

Article 12: Administrative formalities

Article 13: Liability for damage

Article 14: Headings

Article 15: Other conditions

Article 16: Consumer conciliation board

### **Article 1: Definition of terms**

Unless otherwise indicated from the wording or the context, the following expressions have the meaning defined as follows:

#### **We**

denotes Lufthansa City Airlines GmbH.

#### **You**

denotes all persons who are passengers (cf. also definition of "passenger").

#### **Booking**

includes all information on the planned carriage.

#### **Coupon**

is the part of the flight ticket that entitles the passenger to carriage on an individual leg.

**Passenger**

refers to any person in possession of a ticket who is carried, or is to be carried in an aircraft with our consent.

**Ticket**

the numbered confirmation of a paid flight recorded electronically, documented by a ticket receipt (passenger receipt). "Flight ticket" and "ticket" are used synonymously below.

**Flight interruption**

is a journey interruption requested by the passenger at a place between the place of departure and place of destination that has been approved by us in advance.

**Baggage receipt**

is that part of the ticket that refers to the carriage of your checked baggage.

**Air carrier**

is any carrier who transports the passenger and/or the passenger's baggage as stated on the ticket and whose Airline Designator Code appears on the ticket.

**Check in deadline**

is the time specified by us or the respective carrier, by which you must complete your check-in formalities and be in possession of a boarding pass.

**Damage**

includes death, injury, damage arising from delays, loss or other damage of any kind arising from or in connection with carriage on flights or any other services provided by the carrier.

**SDR**

are Special Drawing Rights as defined by the International Monetary Fund.

**Days**

are full calendar days, including Sundays and bank holidays; for purposes of notification, we will not count the day on which the notice is sent; for the purposes of determining the validity period of a ticket, we will not count the day on which the ticket was issued, or the day of departure.

**Article 2: Applicability****General**

2.1. These Conditions of Carriage apply to such flights that bear the airline code "VL" on the flight ticket.

**Code share**

2.2. We have concluded agreements with other airlines that are known as "code shares". This means that another airline may operate a flight, even when Lufthansa City Airlines GmbH (VL) is indicated as the carrier in the carrier box of the ticket. In the event of a code share flight, Lufthansa City Airlines will advise you of the carrier operating the flight when you make your booking.

For code share services on flights operated by other carriers, these Conditions of Carriage shall apply.

In the event that the flight is operated by a different carrier, you should familiarise yourself with the special characteristics, e.g. check-in times, provisions regarding the re-confirmation of bookings, requirements and policies regarding the carriage of unaccompanied minors, carriage of animals, refusal of carriage, oxygen devices, operational irregularities, denied-boarding compensation and free baggage allowance/acceptance, etc. of the carrier operating the flight.

## **Article 3: Tickets**

### **General**

#### 3.1.

3.1.1. We provide carriage only to the passenger named in the flight ticket when a confirmed booking exists. We reserve the right to deny carriage in the event that the passenger is unable to verify his/her identity.

3.1.2. Tickets are not transferable.

3.1.3. The conditions for the reimbursement of flight tickets are regulated by the respective fare conditions valid when the flight ticket is issued. Please choose the airfare that is best suited to your requirements. It may be advisable to take out travel cancellation insurance.

### **Duration of the validity**

#### 3.2.

3.2.1. Unless otherwise stated either on the ticket, in these Conditions, or in applicable fares (which may limit the validity period of a ticket according to the information contained in the ticket), a ticket is valid for:

3.2.1.1. one year from the date of issue, or

3.2.1.2. one year from the date of first travel, provided that this occurs within one year after the date of the ticket issuance.

### **Changes at the passenger's request**

#### 3.3.

3.3.1. If you have chosen a fare that requires observance of a fixed ticket sequence, please note that if carriage is not used on all individual legs or not used in the sequence specified on the ticket with otherwise unchanged travel data, we will recalculate the fare according to your amended routing. The airfare will thereby be determined in accordance with the fare you would have had to pay for your actual routing in your price group on the day of your booking. This fare may be higher or lower than the fare you originally paid.

If the price group you originally booked was not available for the altered routing on the day of the booking, the cheapest available former price group for your altered routing will be taken as the basis for the recalculation.

If, on the day of the booking for your altered routing, a higher fare would have been determined, we will subsequently collect the difference taking into account the fare already paid. Please note that we may make carriage dependent on whether you have paid this difference in price.

If you have a refundable ticket, as defined by the fare conditions, and have still not flown a single segment of it, you may ask for a refund of the price of the ticket in accordance with fare conditions. This means that you will forfeit your entitlement to carriage.

This Article 3.3.1. does not apply to the carriage of passengers resident in Austria.

3.3.2. The following applies to the carriage of passengers resident in Austria:

If you have chosen a fare that requires observance of a fixed ticket sequence, please note that if carriage is not used on all individual legs or not used in the sequence specified on the ticket, with otherwise unchanged travel data, we will recalculate the airfare in accordance with your amended routing. This does not apply if your travel plans simply change or if you are prevented, due to force majeure, illness or for another reason for which you are not responsible, from commencing carriage on all legs, or on individual legs in the order indicated on the flight ticket. Whenever possible, kindly notify us of the reasons for such changes as soon as you become aware of them. In the event of a recalculation, the airfare determined will be based on the fare you would have had to pay for your actual routing in your price group on the day of your booking. This fare may be higher or lower than the fare you originally paid.

If the price group you originally booked was not available for the altered routing on the day of the booking, the cheapest available former price group for your altered routing will be taken as the basis for the recalculation.

If, on the day of the booking for your altered routing, a higher fare would have been determined, we will subsequently collect the difference taking into account the fare already paid. Please note that we may make carriage dependent on whether you have paid this difference in price.

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

### **End price**

4.1. The end price is the fare including taxes, fees and charges.

### **Fares**

4.2. The fare to be paid covers the cost of carriage from the airport at the actual place of departure to the airport at the actual final destination. The fare may include charges levied by the airline.

### **Taxes, fees and charges**

4.3. All applicable taxes, fees and other charges imposed by the state or local government or by another authority, or by the operator of an airport with regard to the passenger, or for services provided to the passenger, shall be paid by you in addition to the airfare. When you purchase your ticket, you will be informed of such taxes, fees and other charges that are not included in the airfare. These are usually also shown separately on your ticket.

---

## **Article 5: Reservations**

### **Reservation requirements**

5.1.

5.1.1. Each flight coupon will be accepted only for carriage in the travel class specified on the coupon and for the day and flight for which there is a seat reservation. For tickets without a seat reservation, a seat may be reserved later if there is still one available on the desired flight.

5.1.2. We or one of our Authorised Agents will record your booking(s). Upon request, we will send you written confirmation of your booking(s).

5.1.3. Certain fares are subject to conditions which limit your right to change or cancel reservations.

### **Personal data**

5.2.

5.2.1. We process your personal data according to all the relevant data privacy regulations and only for the following purposes: making flight bookings, purchasing tickets, obtaining additional services, development and provision of services, facilitating immigration and entry procedures, as well as making information associated with the organisation of your journey available to the relevant government agencies and other airlines, or to other providers of the aforementioned services.

5.2.2. We check all payment transactions to prevent fraud and any other kind of abuse. We use both internal and external sources to do so. You accept that we also verify clearly identifiable technical features for this purpose. If specific circumstances are detected, we reserve the right to send information (including personal data) to other companies within the Lufthansa Group (including Austrian Airlines, Eurowings, Brussels Airlines, SWISS Global Air Lines AG, Edelweiss Air AG, SWISS International Air Lines AG, Discover Airlines and Miles and More GmbH).

### **Seat reservation**

5.3.

5.3.1. On some Lufthansa City Airlines flights, advance seat reservation is available to you. In the context of this service, you can choose – if available – a specific seating category (aisle, window or middle seat, a seat with more legroom). Depending on the type of seat, this service is subject to a fee in some booking classes. Advance seat reservation (chargeable) is not obligatory.

5.3.2. In any case, you can request a specific seat when you check in. Changes may incur a fee, depending on the fare selected. Whenever you use the “automated check-in” service, you are given the option at the end of the process to select a seat other than the one assigned to you, provided that other seats to choose from are still available. However, we cannot guarantee specific seats.

5.3.3. We reserve the right to assign or reassign seats at any time, even after boarding the aircraft. This may be necessary for operational, safety or security reasons. If you have paid for an advance seat reservation and your flight is cancelled, or the seat is otherwise reassigned for safety or operational reasons, we will reimburse you the cost of the advance seat reservation. You will not be reimbursed if you do not take the flight of your own volition, or rebook or

upgrade to another travel class, or if you have given incorrect information about your suitability for using a seat by the emergency exit.

### **Article 6: Check-in and boarding**

6.1. Check-in deadlines vary from airport to airport. We recommend that you inform yourself about these check-in deadlines and comply with them. We reserve the right to cancel your reservation if you do not comply with the check-in deadlines. We or the travel agency that issued the ticket will advise you of the check-in deadline for the first segment of your flight with us. You can find the check-in deadlines for our flights on our website or at the travel agency where the flight ticket was issued. Unless otherwise stated, passengers must check in no later than 45 minutes prior to the scheduled flight departure time.

6.2. You must be available at the boarding gate no later than the time specified by us when you check in.

6.3. We have the right to cancel your booking if you fail to arrive at the boarding gate in time.

### **Article 7: Limitations and refusal of carriage**

#### **Right to refuse carriage**

7.1. We may, if we deem it appropriate, refuse carriage to you in the event that we have informed you in writing before your reservation that we shall no longer provide carriage to you on our flights, with effect from the time of our written notification. This may happen if you have contravened the rules of conduct set forth in Articles 7 and 10 on a previous flight and your carriage has consequently become unacceptable. In addition, we may also refuse carriage to you in the event that

7.1.1. this measure is necessary for reasons of safety and security or public order, or to prevent any violation of applicable laws or statutory requirements of any state to or from which a flight arrives, departs or flies over; or

7.1.2. your carriage may adversely affect the safety and security, the health or wellbeing of other passengers to a significant degree; or

7.1.3. your conduct, your condition or frame of mind or physical state, for example, including the effects of alcohol or drug use, are such that you are a danger to yourself, to other passengers or to members of the crew; or

7.1.4. you have behaved on a previous flight in such a manner as to significantly violate our rules of conduct and we have reason to believe that this behaviour could be repeated; or

7.1.5. you have refused to undergo a security check; or

7.1.6. you have not paid the applicable end price; or

7.1.7. you do not possess the travel documents necessary for entry at the point of destination, or you refuse to show them to the crew despite being requested to do so; or

7.1.8. you present a ticket that you have obtained or received illegally, or in violation of the Miles & More terms and conditions of participation, or that has been reported as lost or stolen, or is a forgery, or if you cannot prove your identity as that of the passenger named on the ticket; or

7.1.9. you do not comply with our security regulations; or

7.1.10. you disregard the smoking ban in place in all of our aircraft, while boarding and on board, and you ignore the ban on the use of electronic devices on board.

### **Carriage of children**

7.2.

7.2.1. Children under the age of five may only travel when accompanied by an adult who is at least 18 years old. The carriage of unaccompanied children between the ages of 5 and 12 must be registered beforehand by telephone via the Lufthansa City Airlines Service Centre, and is subject to the fee published in each case and the conditions published in this regard.

7.2.2. Children can also travel in their own child seat secured to a seat; for this, you must book an additional seat for small children under the age of 2. You must secure the child seat throughout the entire flight with the seatbelt available on the seat. The child seat must be suitable for use on board an aircraft. When this is not the case, we are entitled to refuse carriage of the child seat in the cabin. We accept no liability for the consequences resulting from a badly secured child seat, for its improper functioning, or due to failure to comply with instructions.

## **Article 8: Baggage**

### **Free baggage and excess baggage**

8.1. The free baggage limits are based on the valid fares published at the time the flight is booked. You will be required to pay a charge for the carriage of baggage in excess of your free baggage allowance and for special baggage. The weight of each piece of baggage may not exceed 32 kilograms.

### **Baggage from strangers**

8.2. Carrying baggage that you have received from strangers, both as cabin and as checked baggage, is not permitted on our flights.

### **Items not accepted as baggage**

8.3.

8.3.1. You must not include in your baggage:

8.3.1.1. items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the ICAO or IATA Dangerous Goods Regulations. These include in particular: explosives, compressed gases, oxidising, radioactive or magnetised materials, flammable materials, and poisonous or aggressive substances.

8.3.1.2. items for which carriage is prohibited by the applicable regulations of any state to be flown from, to or over;

8.3.1.3. Items that are dangerous or unsafe or are unsuitable for carriage due to their weight, size or type, and due to their perishability, fragility or their special sensitivity;

8.3.1.4. Separate lithium batteries or rechargeable lithium batteries (commonly used in electronic consumer goods such as, for example, laptop computers, mobile phones, watches, and cameras) may only be carried in carry-on baggage. A maximum of two separate lithium

batteries or rechargeable lithium batteries with a watt rating not exceeding 160 Wh may be carried as spare batteries for electronic consumer goods. The carriage of separate batteries or rechargeable batteries with a watt rating between 100 Wh and 160 Wh requires previous approval from the airline. Further details regarding the carriage of batteries and rechargeable batteries can be found in the International Dangerous Goods Regulations of the International Civil Aviation Organization – ICAO – which can be reviewed directly on the ICAO website under Dangerous Goods or on the website of the Luftfahrt-Bundesamt LBA (the German Federal Aviation Authority).

8.3.2. You must notify us before starting your trip if you are carrying weapons of any kind on your person or in your baggage, in particular (a) firearms, blunt or sharp weapons and spray devices used for offensive or defensive purposes, (b) ammunition and explosives, (c) articles which, judging by their outward appearance or markings, appear to be weapons, munitions or explosives. We accept such articles for carriage only if they are carried as cargo or checked baggage in accordance with the regulations governing the carriage of dangerous goods. Sentence 2 does not apply to police officers who, in the performance of their official duties, are required to carry weapons. During their flight, they must hand over their weapons to the captain.

8.3.3. Weapons of any kind, in particular firearms, blunt or sharp weapons, as well as spray devices and sports weapons, may be permitted as baggage at our discretion. They must be unloaded and have the safety catch on. The carriage of ammunition is subject to ICAO and IATA regulations as specified in 8.3.1.1.

8.3.4. We are not liable for any items if these are included in your checked baggage contrary to the provisions of this section.

### **Right to refuse carriage of baggage**

8.4.

8.4.1. We can refuse to carry baggage if it does not comply with the conditions outlined in paragraph 8.3.

8.4.2. We may refuse to carry as baggage any item that we deem unsuitable for carriage because of its size, shape, weight, content, character, or for safety reasons, or because it may negatively affect the well-being of other passengers. Information about items unsuitable for carriage is available upon request.

8.4.3. We may refuse to accept baggage for carriage when it is not properly and suitably packed in suitcases or other similar containers to ensure secure and safe carriage when subjected to the customary care during handling.

### **Search of passengers and baggage**

8.5. For reasons of safety and security, we may require you to permit a search or screening of your person and your baggage, as well as an X-ray of your baggage. If you do not agree to an examination of your person or your baggage for the presence of items that are not permitted pursuant to paragraph 8.3., or have not been declared, we can refuse to carry you and your baggage.

### **Checked baggage**

8.6.



8.6.1. After delivery of the checked baggage we will take it into our custody and will issue a baggage receipt and a baggage tag for the identification of the baggage.

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

8.6.3. Checked baggage will be transported in the same aircraft in which you are carried, unless this is not possible for safety reasons. If your checked baggage is transported on a subsequent flight, we will deliver it to you at the place you are staying, unless your presence is required for customs inspection. Article 13 (Liability for damage) remains unaffected.

### **Carry-on baggage**

8.7.

8.7.1. We shall specify the number, maximum weight and maximum dimensions for carry-on baggage. Carry-on baggage must, in all cases, fit either under the seat in front of you or in the baggage compartments. If your carry-on baggage does not comply with these conditions, or does not meet safety and security requirements, it must be transported as checked baggage.

8.7.2. Items that are not suitable for carriage in the cargo hold, such as, for example, fragile musical instruments, and which do not meet the requirements in paragraph 8.7.1. above, will only be accepted for carriage in the cabin if you have given us prior notice and we have accepted the item for carriage. We may levy a surcharge for this additional service.

### **Return of checked baggage**

8.8.

8.8.1. You are required to collect your baggage as soon as it is made available to you at your final destination or stopover airport.

8.8.2. We only deliver the checked baggage to the holder of the baggage receipt.

8.8.3. If a person claiming checked baggage is unable to produce the baggage receipt or identify the baggage by means of the baggage (identification) tag, we will deliver the baggage to this person only on the condition that their right to collect it has been established to our satisfaction.

### **Carriage of animals**

8.9.

8.9.1. The carriage of pets requires our consent and is conditional upon the animals having valid health and vaccination certificates, entry permits and other entry or transit documents required by the respective countries and, in the event that they are not recognised accompanying dogs and assistance dogs, they must be transported properly in shipment cages or approved transport containers. We reserve the right to determine the manner of carriage and to limit the number of animals which may be carried on a flight.

Animals travelling in the cabin (including their transport container, when appropriate) must fit in the footwell of your seat and be suitably secured throughout their entire stay on board.

Please note the information on our website regarding the carriage of animals as additional carry-on baggage in the cabin: <https://www.lufthansa-city.com/en/information/before-your-flight/travelling-with-animals.html>

The weight of the animals, their shipment cages and food is not included in the passenger's free baggage allowance. Excess baggage charges must be paid for carriage.

8.9.2. A recognised guide dog that is necessary for the passenger will be carried free of charge, and if possible, in the cabin; please note the requirements for flights outside the United States of America, applicable to Lufthansa City Airlines are available on:

<https://www.lufthansa.com/de/en/service-dogs>.

8.9.3. Lufthansa City Airlines only accepts dogs as assistance animals. A passenger with a disability who is travelling with an assistance animal is fully responsible for the safety, health, well-being and behaviour of the assistance animal. This also applies to the interaction of the assistance animal with other passengers and crew members while it is on board the aircraft or in an area of the airport controlled by Lufthansa City Airlines.

8.9.4. You are solely responsible for the safety, health and behaviour of your pet and are liable for compliance with all entry, departure, health and other regulations and laws, as well as requirements that apply in the country, state or territory from which or into which the animal is carried and/or in which an interim destination is located. This applies in particular to any required health certificates, permits and vaccinations. In particular, Lufthansa City Airlines is not liable for costs in connection with the housing of the pet in quarantine and for fines and costs in connection with the repatriation of the animal to its place of origin.

You are liable for all costs resulting from non-compliance with these responsibilities and from laws, regulations and requirements, as well as for any damage caused by the animals accompanying you, and release us from any liability in this regard, except where we have caused the damage wilfully or by gross negligence.

## **Article 9: Refunds**

### **General**

9.1.

9.1.1. In the event of a cancellation, rebooking or delay, a reimbursement of the fare may be possible under certain conditions, in addition to other claims.

9.1.2. Refunds can also be made in accordance with fare conditions. Some fares include restrictions with regard to refunds.

9.1.3. The refund value of the fare, taxes and fees will be calculated according to the fare conditions and any segments of the ticket used. Payment fees that are incurred when a certain method of payment is used will not be reimbursed by us.

### **Refund recipient**

9.2. As a general rule, the reimbursement is made to the payment method used for booking. The payment is deemed to be a reimbursement to the party entitled to the reimbursement.

### **Currency**

9.3. The reimbursement will be made in the same currency in which the ticket was paid. The reimbursement amount may deviate from the amount originally paid for the reimbursed ticket due to conversions and fees of your payment service provider.

### **Reimbursement in the travel agency**

9.4. In the case of tickets booked via a travel agency, the reimbursement amount may deviate from the amount paid by you to the travel agency, due to fees that the travel agency has charged. We therefore recommend that you contact the travel agency and have the reimbursement made there.

## **Article 10: Behaviour on board**

### **General**

10.1. The crew's instructions are to be followed. If you conduct yourself on board the aircraft in a manner that endangers the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew, including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be refused onward carriage by us and may be prosecuted for your conduct on board the aircraft.

### **Electronic devices**

10.2. The use of mobile phones, radios and remote-control toys is not permitted on board. Mobile phones, however, may be used on flights that are equipped with functional mobile phone technology. On these aircraft, the use of mobile phones is allowed in accordance with the crew's instructions. Speech telephony is prohibited in all cases.

### **Non-smoking flights**

10.3. All Lufthansa City Airlines flights are non-smoking flights. Smoking is prohibited in all areas of the aircraft. This also applies to e-cigarettes.

### **Alcoholic beverages**

10.4. The consumption of private stock alcoholic drinks is not permitted on board.

### **Obligation to wear seat belts**

10.5. As a rule, you are obliged to remain in your seat throughout the flight. When seated, you are obliged to fasten your seatbelt.

### **Taking photographs and filming on board**

10.6. Taking photographs and filming on board is only permitted when the rights of the people photographed - in particular their privacy rights - can be safeguarded and ensured. Taking photographs and filming on board may be prohibited by the crew at any time.

## **Article 11: Additional services**

11.1. If we make arrangements for you with any third party to provide services other than flight-related services, or to issue carriage documents for carriage services not relating to flights, in doing so we are acting only as your agent. In these cases, the terms and conditions of the third-party service provider will apply.

11.2. For shuttle services that we provide for our passengers ourselves, and which do not include flight services, separate conditions to those mentioned above may apply. They can be sent to you upon request.

## **Article 12: Administrative formalities**

### **General**

12.1.

12.1.1. You are obligated and solely responsible for obtaining all required travel documents and visas and for complying with all laws and regulations of countries that you will fly from or into or through which you will transit; the same applies to our regulations and instructions in this regard. Your travel documents and visas must be valid for the entire duration of your journey, including any breaks in travel. We do not accept any responsibility in this regard; in particular, we are not obliged to check the validity of documents.

12.1.2. We shall not be liable for the consequences that result from your failure to carry such documents or visas with you, or your failure to comply with applicable laws, regulations or instructions.

### **Travel documents**

12.2. Prior to travel and at our request, you must present all entry and exit documents, as well as health and other certificates required by the destination or transit countries and, if necessary, permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or if your travel documents are incomplete, and we are not liable for any loss suffered or expenses incurred by you as a result of your failure to comply with these regulations.

### **Denial of entry**

12.3. If, for any reason, you are denied entry into a country, you are obligated to pay the applicable airfare in the event that we must return you to your place of departure or another destination because you are not allowed to enter the respective country (a transit or destination country). We may apply to the payment of such an airfare any funds paid to us by you for unused carriage. We will not refund the fare paid for carriage to the point of refusal of entry or deportation.

### **Liability of passengers for fines, etc.**

12.4. If we are required to pay or deposit any fines or penalties or to incur any other expenditures by reason of your failure to comply with the laws or regulations on entry to or travel through the country concerned, or to produce the required documents in the proper form, you shall be obligated to reimburse us on demand any amounts so paid or deposited.

### **Customs inspection**

12.5. If required, you shall submit to an inspection of both your checked and carry-on baggage by customs or other government officials. We are not liable for any damage suffered by the passenger in the course of such an inspection or through your failure to comply with this requirement.

### **Security inspection**

12.6. You are obligated to submit to, and have your baggage submitted to, any security checks carried out by government authorities, airport officials or by us.

### **Transmission of data**

12.7. We are entitled to transmit your passport data and all of your personal data processed and used by us in connection with your flight to domestic and foreign authorities (including US and Canadian authorities) if these authorities request us to do so due to compelling statutory requirements and in order to fulfil the contract of carriage.

## **Article 13: Liability for damage**

### **General**

13.1.

13.1.1. Carriage is subject to the liability order of the Agreement of Montreal of 28 March 1999 ("Montreal Convention"), which was implemented in the European Community by Regulation (EC) No. 2027/97 in the version amended by Regulation (EC) No. 889/2002 and the national legislation of the member states.

13.1.2. If the injured party has contributed to causing the damage which has arisen, the norms of the applicable national law in terms of the exclusion or the reduction of the liability to pay damages with contributive fault of the injured party apply.

13.1.3. Legal action in court for compensation pursuant to the Montreal Convention must be filed within two years, starting with the date of arrival of the aircraft, or the day on which the aircraft should have arrived, or on which the carriage was interrupted.

13.1.4. We are not liable for damages that arise from our fulfilment of state regulations or that arise due to your failure to fulfil your obligations.

13.1.5. Under no circumstances will our liability exceed the amount of the damage documented. We are only liable for indirect or consequential damage if we or our personnel have caused it in a grossly negligent or wilful manner. This does not apply to personal injury.

13.1.6. The exclusions from liability and the liability restrictions of the Montreal Convention and of the respectively applicable national law shall apply, unless otherwise explicitly stipulated by these Conditions of Carriage.

### **Compensation in the event of death or injury**

13.2.

13.2.1. There are no maximum compensation amounts for liability in the event of the death or injury of passengers. For damage of up to SDR 128.821 (approx. EUR 150.000), the carrier shall not be able to contest claims for damages with reference to fault. Receivables that exceed this amount can only be averted by the carrier by the latter proving that both it itself and its personnel did not act in a negligent or otherwise culpable manner, and that no negligent or otherwise culpable omission is the cause.

### **Advance payments**

13.2.2. If a passenger is killed or injured, the carrier must make an advance payment within 15 days of the identification of the person entitled to damage, in order to cover their immediate

economic needs. In the event of death, the advance payment is no less than SDR 16.000 (approx. EUR 19.000).

### **Damage to or loss or destruction of baggage**

13.3.

13.3.1. In the case of checked baggage pursuant to Art. 8.6 of these Conditions of Carriage, a culpability-independent liability exists unless the baggage was already damaged beforehand. With non-checked baggage, we are only liable for our culpable behaviour and that of our personnel.

### **Liability limits for baggage**

13.3.2. We are liable for damage to or loss or destruction of baggage up to SDR 1.288 (approx. EUR 1.500). A higher liability limit applies if the passenger submits a special declaration regarding the amount-based interest in the delivery of the checked baggage at the destination at the latest upon check-in, and pays the requested surcharge. In this case, the agreed amount is deemed to be the liability limit if the carrier cannot prove that the agreed amount is higher than the actual interest of the passenger in the delivery of the checked baggage at the destination.

### **Complaints with regard to baggage**

13.3.3. If you accept the baggage delivered to you unconditionally, we take for granted, as long as the opposite is not proven, that it was delivered to you in good condition and according to the contract of carriage. In the event of damage to or loss or destruction of baggage, the passenger must request compensation from the airline as soon as possible in writing or in text format. In the event of damage to baggage, all legal action is excluded if the entitled party does not notify the carrier immediately after the damage is discovered, but in the case of checked baggage, no later than seven days after the acceptance of the baggage. This does not apply if the carrier has acted in a fraudulent manner.

13.3.4. We are not liable for damages caused by items in your baggage, unless it is due to gross negligence or an intentional act on our part. If these items cause damage to the baggage of other passengers or to our property, you are obliged to compensate us for all damages and expenses resulting therefrom.

### **Delays in the carriage of passengers and baggage**

13.4.

13.4.1. We are liable for damages due to delays during the carriage of passengers and in the carriage of checked baggage, unless we and our personnel took all reasonable measures to prevent the damages, or if taking these measures was not possible for us or our personnel.

### **Liability limits for damages arising from delays**

13.4.2. Liability for damages arising from delays in the carriage of passengers is limited to SDR 5.346 (approx. EUR 6.000).

13.4.3. Liability for damages arising from delays in the carriage of travel baggage is limited to SDR 1.288 (approx. EUR 1.500). A higher liability limit applies if the passenger submits a special declaration regarding the amount-based interest in the delivery of the checked baggage at the destination at the latest upon check-in, and pays the requested surcharge. In this case, the agreed amount is deemed to be the liability limit if the carrier cannot prove that the agreed

amount is higher than the actual interest of the passenger in the delivery of the checked baggage at the destination.

### **Complaints with regard to baggage**

13.4.4. In the case of damage that has been caused by the delayed delivery of baggage, the passenger must notify the carrier as quickly as possible in writing or in text form. In the event of damage due to delays, all legal action is excluded if the entitled party does not give notification of the damage within 21 days after the delivery of the baggage. This does not apply if the carrier has acted in a fraudulent manner.

### **Co-culpability of the passenger**

13.4.5. If the injured party has contributed to causing the damage which has arisen, the amount of the compensation claim is to be reduced in proportion to the contributory negligence of said party. In particular, the injured party is obliged not to increase the compensation amount caused by the loss or delayed carriage of his/her baggage through unreasonable replacement purchases.

### **Article 14: Headings**

The headings in these Conditions of Carriage are only for transparency and are not relevant for interpretation or for making claims for damages.

### **Article 15: Other conditions**

Carriage is subject to certain additional regulations and conditions that apply to our circumstances, or are published by us. These regulations and conditions may vary from time to time. They concern, among others: the carriage of minors, pregnant women and sick passengers, as well as restrictions on the use of electronic devices and on the consumption of alcoholic beverages on board. We will send all regulations and conditions on request.

### **Article 16: Consumer conciliation board**

We participate in dispute resolution before a consumer conciliation board. The consumer conciliation board responsible is *söp\_Schlichtungsstelle für den öffentlichen Personenverkehr e. V.*, (Consumer Conciliation Board for Public Transport) Fasanenstraße 81, 10623 Berlin,

<https://soep-online.de/en/>

<https://soep-online.de/en/your-conciliation-request/online-form-flight/>

The European Commission also provides a platform for Online Dispute Resolution (ODR) that can be used for appeals. This platform can be found at

<http://ec.europa.eu/consumers/odr/>