

GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE



CATHAY PACIFIC

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ARTICLE 1: DEFINITIONS

1.1 The following terms have the following meaning in these Conditions of Carriage:

"We", "our" and "us" means Cathay Pacific Airways Limited ("Cathay Pacific").

"You", "your" and "yourself" means you and any other Passengers on your Booking.

"AGREED STOPPING PLACES" means those scheduled agreed stopping places on our network (other than the airport from where you first depart and the place of final destination) where we permit you to disembark, clear customs and enter the country before continuing your journey with us, from that agreed stopping place to your final destination, on the same Ticket.

"AIRLINE DESIGNATOR CODE" means two-characters (IATA) or three letters (ICAO) which identify particular Carriers (such as CX or CPA for Cathay Pacific or UO or HKE for Hong Kong Express).

"AUTHORISED AGENT" means a passenger sales agent who is permitted to sell air passenger transportation tickets and other of our and/or other Carriers' services to you.

"BAGGAGE" means your personal property accompanying you on your journey with us, including your Checked-In Baggage and Cabin Baggage.

"BAGGAGE IDENTIFICATION TAG" means a document issued by us to identify either your Checked-In Baggage or other Baggage that you hand to us for our care, custody and control in the cabin or elsewhere on board the aircraft.

"BANNING NOTICE" means a notice in writing in which we inform you that you have been banned from our flights and services.

"BOARDING PASS" means the paper or electronic document that we issue to you for your flight.

"BOOKING" means a booking for one or more of our flights or additional services made in accordance with Article 6.

"CABIN BAGGAGE" means any items that you take on board the flight which is not Checked-In Baggage. If we check any Baggage into the aircraft hold at the departure gate or Baggage is otherwise placed in the care, custody and control of our crew then it will become Checked-In Baggage.

"CARRIER" means an air carrier other than us on whose flights you may travel under your Ticket.

"CHECKED-IN BAGGAGE" means any of your Baggage that we or our agents take custody of at the time of check-in or during boarding and load into the hold of our aircraft.

"CODESHARE" means an arrangement between us and other service providers including other Carriers in which we market and sell seats on each other's services using our own Airline Designator Codes. You may therefore have a Ticket with our Airline Designator Code, but another Carrier will operate one or more of the services on your Ticket.

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

"CONDITIONS OF CONTRACT" means the applicable terms and conditions to your Ticket which appear on your Itinerary Receipt. They incorporate by reference these Conditions of Carriage, and our notices(s). Together they form the key provisions of your contract with us.

"CONNECTING FLIGHT" means a subsequent flight providing onward travel on the same ticket, on a different ticket or on a Conjunction Ticket.

"CONJUNCTION TICKET" is where you purchase two separate tickets from the same airline or Authorised Agent at the same time for continuous travel and which both you and the airlines consider it to be a single operation and contract.

"CONVENTION" means one or more of the following international air law treaties which may apply to your flight:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999 (the Montreal Convention);
- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (the Warsaw Convention);
- the Warsaw Convention as amended at The Hague on 28 September 1955;
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 1, 2 or 4 of Montreal (1975);
- the Guadalajara Supplementary Convention (1961); and
- any other applicable protocols or conventions and their local enabling legislation (if any).

"DAMAGE" means death or wounding of a Passenger, or any other bodily injury suffered by a Passenger, caused by an accident on board the aircraft or during any of the operations of embarking or disembarking. It also means damage sustained in the event of the destruction or the total or partial loss of or damage to Baggage which occurs during carriage by air. Additionally, it means damage occasioned by delay in the carriage by air of Passengers or Baggage.

"DAYS" means a full calendar day except that for the purpose of notification, the day upon which the notice is dispatched is not counted. For the purpose of Ticket validity, the day on which the Ticket is issued, or the flight commenced, is not counted.

"FORCE MAJEURE" means unusual and unforeseeable circumstances beyond our or your control, the consequences of which could not have been avoided even if all due care had been exercised.

"ITINERARY RECEIPT" means the electronic receipt of your Booking, containing the Passenger's name, flight information and notices for your journey.

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

"SDR" means a Special Drawing Right as defined by the International Monetary Fund. It is an international unit of account based upon the values of several leading currencies. The currency values of the Special Drawing Right fluctuate and are recalculated each banking day. These values are known to most commercial banks and are reported regularly in leading financial journals as well as the website of the International Monetary Fund (www.imf.org).

"STOPOVER" means a scheduled stop on one or more airports on your entire journey in which you can disembark, clear customs and enter the country at an Agreed Stopping Place on your Ticket.

"SUCCESSIVE CARRIER" means one of several carriers which performs carriage under one ticket or under a ticket and any Conjunction Ticket issued in connection therewith, which is regarded as a single operation for purposes of determining the applicability of the Montreal Convention to the transportation.

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

"TICKET" means the paper or electronic document that we issue to you for carriage on our flights, incorporating these Conditions of Carriage, Conditions of Contract and other notices.

ARTICLE 2: APPLICABILITY

2.1 GENERAL

2.1.1 Except as provided in Articles 2.4 and 2.5, these Conditions of Carriage apply to all flights operated by us or on flights on other Carriers for which you have been ticketed with us to the extent that there is no conflict between these Conditions of Carriage and the terms and conditions of other Carriers, and in any case where we have a legal liability to you in relation to your flight.

2.1.2 These Conditions of Carriage also apply to free of charge travel, staff travel concession tickets and reduced fare carriage or any flights redeemed under any frequent flyer loyalty programme (e.g. Asia Miles) that we may offer our Passengers, except to the extent that we have provided otherwise.

2.2 CHARTER OPERATIONS

You and other Passengers on your Booking may be travelling with us under a charter arrangement (which means that the aircraft on which you are travelling has been specially hired for a non-scheduled flight). If so, these Conditions of Carriage shall apply to your Ticket unless either we, our Authorised Agent or the person who hired the aircraft (known as the charterer) advise you before your flight that our Conditions of Carriage do not apply and that other terms and conditions of carriage may apply to your flight.

2.3 CODE SHARES

2.3.1 For commercial and operational reasons, some services are operated under Codeshare arrangements with other Carriers. This means that although you have a Booking with us, another Carrier will operate one or more of the services on your Ticket.

2.3.2 You can identify the Airline Designator Code for both Cathay Pacific and the other Carrier(s) during the reservation process and on departure screens at the airport. If your Ticket includes one or more flights on other Carriers then the conditions of carriage of those Carriers may apply to your journey. Please check with us prior to your flight.

2.3.3 Passengers travelling on Codeshare services will be subject to terms and conditions of that operating Carrier. We will advise you of any Codeshare arrangements and the identity of the Carrier at the time you make a reservation.

2.4 OVERRIDING LAW

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or laws shall prevail.

Your flight with us and with other Carriers is subject to the rules and limitations relating to liability established by the applicable air law

Convention, unless such carriage is not 'international carriage' as defined by the air law Conventions, in which case the laws of the country entitled to hear your case will apply

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

2.5 **CONDITIONS PREVAIL OVER REGULATIONS**

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

ARTICLE 3: TICKETS

3.1 **ISSUING YOUR TICKET**

3.1.1 Your contract with us consists of your Ticket, which contains personal details (name, contact details etc.) and details of your flights, class of travel, Stopovers etc., the Conditions of Contract and notices, these Conditions of Carriage, other terms to which we agree at the time of reservation and applicable laws.

3.1.2 The contract is between us and the Passengers named on the Ticket and not with anyone else. If another person or organisation purchases the Ticket for you, they do so on your behalf. We do not have a contract with them.

3.1.3 We create and issue our Tickets electronically in accordance with Article 6 (Reservations), unless a paper version of the Ticket is required for flights being operated on an emergency basis (e.g. relief flight) or where required by law.

3.1.4 Only Passengers named on the Ticket(s) and carrying appropriate identification shall be carried on our flights. You are therefore required to ensure that all Passengers' names are spelt correctly in the Booking and that the name on the Booking matches the name on all travel documents.

3.1.5 You cannot transfer your Ticket to another person.

3.1.6 Some Tickets are sold at discounted fares which may be partially or completely non-refundable. You should choose the fare best suited to your needs. You also may wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.

3.1.7 If you have a Ticket that you have been unable to use due to an event of Force Majeure then we will issue you with a credit for the non-refundable amount of the fare, for future travel with us, provided you promptly advise us and can demonstrate why such events prevented you from travelling. We may also deduct a reasonable administration fee.

- 3.1.8 The Ticket is and remains at all times the property of the issuing Carrier. You must present your Itinerary Receipt (whether physical or electronic copy) to a member of our staff or handling agent at airport upon request.

Ticket Recovery

- 3.1.9 If you are unable to present an electronic or paper copy of your Ticket or Itinerary Receipt, we will retrieve your Ticket from the record of your Booking in our reservation system and send it to you, provided you are able to prove with appropriate identification documents that the Ticket belongs to you and provided that the Ticket's validity has not expired.

3.2 PERIOD OF VALIDITY

- 3.2.1 Unless your Ticket or the applicable Tariffs states or we otherwise agree, your Ticket will generally be valid for a period of 12 months from the date of commencement of travel or, if no part of the Ticket has yet been used, 12 months from the date first issued. If you are unsure please check with us on the validity period for your Ticket.

- 3.2.2 However, if you are prevented from travelling within the period of validity of the Ticket because we:

- cancel your flight;
- delay your flight to the extent that you must cancel your entire trip;
- no longer fly to an Agreed Stopping Place as a Stopover on your original itinerary; or
- are otherwise unable to supply you with a confirmed seat in the class for which the fare has been paid on a given flight,

the validity of your Ticket may be extended to enable you to complete your journey at a later date. Please contact us if you believe you are entitled to extend the validity of your Ticket.

Ceasing your journey due to ill-health

- 3.2.3 (a) If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket due to illness, we may extend the period of validity of your Ticket until the date when you become fit to travel or until our first flight after such date, from the point where the journey is resumed subject to space being available in the class of service for which the fare has been paid.
- 3.2.3 (b) This will be subject to you providing evidence such as a valid medical certificate. If your Ticket includes one or more Stopovers then the validity of such Ticket may be extended for not more than three months from the date upon which the medical certificate is issued. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

Passenger death during the journey

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

3.3 FLIGHT SEQUENCE

- 3.3.1 The price of the Ticket you have purchased is calculated on the basis of the entire journey and is only valid for travel in the exact sequence shown on your Ticket. The Ticket will not be honoured and will lose its validity if flights are not used in the sequence provided in the Ticket.
- 3.3.2 Subject to Article 3.3.5 below, if you do not show up for any flight on your Ticket without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.
- 3.3.3 Please be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price, the calculation of which shall be determined by us and we will show you upon request. Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee. When a Ticket is originally issued without a reservation being specified, space may be later reserved subject to our Tariff and the availability of space on the flight requested.

Changes prior to travel

- 3.3.4 (a) Where you have a Ticket with multiple flights and sectors on it and you wish to change the sequence or order of travel on your Ticket before flying and the fare rules for your Ticket permit it, please contact us immediately. Changes to the sequence of your Ticket will be subject to you paying the difference of the recalculated fare (if higher), any taxes and the applicable change fees.
- 3.3.4 (b) If you need to change the sequence or order of your flights due to an event of Force Majeure, please contact us as soon as practicable and we will use reasonable efforts to transport you to your next Stopover or final destination, without any fare recalculation.

Changes once your trip has begun

- 3.3.5 If you wish to change the sequence or order of travel on your Ticket after you have commenced your trip and the fare rules for your Ticket permit it, you will be required to pay any difference between the price you have paid for the Ticket and the total price applicable for your revised itinerary, any applicable taxes and applicable change fees.

For Tickets purchased in Italy

- 3.3.6 If you do not use one of the flights on the outbound or return journey, for any reason, you must make a request to us to maintain the validity of your Ticket for the next flight and/or any subsequent segments either:
- (a) within 24 hours from the scheduled departure time of the flight on which the no show occurred; or
 - (b) in the event the departure time of any subsequent flight is within 24 hours of the flight on which the no-show occurred, we must be notified at least two hours before the departure of such subsequent flight

Please contact 800791720 in Italy (or +39 0299953954 outside of Italy) or via email at customerservice_italy@cathaypacific.com to modify and have you Ticket re-issued if the above applies. Outside of the above timeframes then we may charge you an amount equal to the difference between the price originally paid and, if higher, the fare for your modified itinerary at the time we re-issue your Ticket.

Tickets for travel to and from Spain

- 3.3.7 If you do not use one of the flights on the outbound or return journey, for any reason, then your Ticket will be cancelled as a 'no-show'. If you still wish to fly then you must contact us at least 24 hours before your subsequent flight departs, or if that flight departs within less than 24 hours then at least two hours before departure, to have your Ticket re-instated. We will waive any re-booking, re-routing or no-show fees and charges if any one or more of the following applies to you:
- (a) our reservation system shows that your Ticket was issued in Spain; or
 - (b) upon your presentation of a valid Spanish passport or Spanish resident ID card; or
 - (c) the origin of the entire Ticket is in Spain; or
 - (d) the destination of the entire Ticket is in Spain.

If flight itinerary changes are required, we may still charge fare differences for re-scheduling the Tickets. If re-scheduling is not available, we will re-route Passengers (even if flights to different destinations are now required) and may also charge you the fare difference for the change. We will treat the

missed flights under your Ticket as "flown" unless and until any flight changes are made.

ARTICLE 4: OUR NAME AND ADDRESS

Our name may be abbreviated to our Airline Designator Code (which in the case of us is CX) on our Ticket. Our registered address is 33rd Floor One Pacific Place, 88 Queensway, Hong Kong.

ARTICLE 5: FARES, TAXES, FEES AND CHARGES

5.1 FARES AND OTHER CHARGES

Fares apply only for carriage from the airport at the point of origin to the airport at the point of final destination, unless otherwise expressly stated. Unless otherwise expressly stated in your Ticket, fares do not include land (road, rail) and maritime transport service between airports and between airports and town terminals. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your Ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, if you are permitted to do so, this may change the fare to be paid.

5.2 CHARGES, SURCHARGES, FEES AND TAXES

5.2.1 All applicable taxes, fees and other charges imposed, including by local government or authority, by the operator of an airport with regard to the passenger or services provided to Passengers or by us and/or another Carrier, shall be paid by you in addition to the fare. When you buy your Ticket, we will inform you of such taxes, fees and other charges that are not included in the fare. These are usually shown separately on your Ticket.

5.2.2 Should any additional taxes, fees and other charges be levied on you prior to travel, we may be obliged to collect it from you before you fly. If any taxes, fees or charges are reduced or abolished then we will refund the difference to you.

5.3 CURRENCY

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless we or our Authorised Agents permit or require you to pay in another currency. We may, at our discretion, accept payment in other currencies.

ARTICLE 6: RESERVATIONS

6.1 RESERVATIONS

6.1.1 You have to have a Booking with us to be entitled to travel. This means making a Booking through our website or via one of the Authorised Agents.

6.1.2 When you make a Booking through our website or via an Authorised Agent, it will be recorded on our reservation system and a Ticket issued. If you or an Authorised Agent try to make a Booking but for any reason this fails and does not generate an Itinerary Receipt, you will not have a valid reservation with us. Your Ticket and an Itinerary Receipt will be sent to you by email. A valid Ticket will show a Ticket number and confirm the status of your Booking with us. A document issued by anyone else which simply shows your itinerary without a Ticket number will not be valid. Please check all the details carefully (in particular that the Passenger name(s) on the Ticket exactly match those on identification and travel documents) before finalising your travel plans. You should contact us if anything is incorrect.

6.1.3 Some of our fares have conditions which limit or exclude your right to change or cancel reservations. Please check the conditions that apply to your fare before Booking.

6.2 TICKETING TIME LIMITS

You must pay for your Ticket within a specified ticketing time which ranges from several hours up to seven (7) days after the making of your reservation. Please contact us should you wish to find out the specific ticketing time for your reservation. If you have not paid for the Ticket prior to the specified ticketing time limit as advised by us or our Authorised Agents, we may cancel your reservation.

6.3 PERSONAL DATA

You authorise us to use your personal information for the following purposes:

- (a) to provide our products and service to you and to administer your travel arrangements;
- (b) to tailor and personalise our products and services to you;
- (c) to provide customer support (we may also record your telephone conversations with us for training purposes and for the prevention and detection of fraud);
- (d) for marketing purposes;
- (e) to operate and facilitate your participation in our loyalty programmes and other partner loyalty programmes;
- (f) for social interactions;

- (g) to improve our products and services;
- (h) for safety, security and emergency response activities;
- (i) to comply with our legal obligations and legal and administrative purposes; and
- (j) and any other purposes as stipulated in the Cathay Pacific Customer Privacy Policy.

You also authorise us to transmit this information to our own offices across our network, our Authorised Agents, government agencies and regulatory authorities, other Carriers or to any other provider of the services solely for the above purposes.

https://www.cathaypacific.com/cx/en_HK/legal-and-privacy/customer-privacy-policy.html contains more detailed information on the personal data that we collect about you, how we protect it, how and why we process it, who we disclose it to and what your data protection rights are. This Customer Privacy Policy is not a contract and does not create any legal rights or obligations. If you want a hard copy of our Privacy Policy, please contact us.

6.4 SEATING

We will endeavour to honour your chosen seat, but we cannot guarantee it and we will not pay any compensation, provided another seat is available in the same cabin of travel. We reserve the right to amend your seat selection, whether before travel, at check-in or on-board, for operational (e.g. required to carry passengers with reduced mobility, damaged or defective seat or in-flight entertainment equipment etc.), security or safety reasons. For safety reasons, some seats are restricted and not suitable for all Passengers.

https://www.cathaypacific.com/cx/en_IN/manage-booking/travel-extras/reserve-your-seat/regular-seat.html contains more detailed information on reserving your seat in advance of travel.

6.5 PASSENGERS NEEDING SPECIAL ASSISTANCE

6.5.1 If you have any specific travel needs or require any special assistance, please make any requests for special assistance when you book your Ticket or as soon as possible afterwards to give us adequate time to make appropriate arrangements. We can then inform our teams of your requirements in advance of your travel.

6.5.2 If you do not inform us in advance, we will nevertheless try our best to accommodate your special assistance requirements on the day of your travel.

6.5.3 We will not charge you for the provision of such services. For more information please visit:

https://www.cathaypacific.com/cx/en_US/prepare-trip/help-for-passengers/disability-and-mobility-assistance.html

- 6.5.4 For safety reasons, if you need assistance with fastening and unfastening your seat belt, understanding the safety briefing, using the toilet on your own, putting on a life jacket or oxygen mask or leaving your seat to get to an emergency exit unaided then, except where we are prohibited by applicable law from requiring it, you may need to travel with a companion to assist you.
- 6.5.5 If you need to travel on a stretcher please contact us in advance to make arrangements. We will do our best to accommodate you but cannot guarantee your use of a stretcher on any of our flights.
- 6.5.6 We carry oxygen on board for emergencies only. You cannot bring your own oxygen on board. If you require oxygen, you must notify us at least 72 hours in advance before travel. If not, we cannot guarantee that oxygen will be available for your flight. We will nevertheless try to accommodate your requirements where possible and will advise you accordingly.

6.6 **PREGNANT PASSENGERS**

If you wish to travel whilst you are pregnant then the following conditions will apply based on the term of your pregnancy and how many children you are expecting:

- (a) unless you advise us that your pregnancy is complicated or high-risk, then we do not require a medical certificate for travel with us before the 28th week;
- (b) for travel with us after the first 28 weeks of your pregnancy you will need to carry a certificate or letter from your doctor or midwife;
- (c) provided that there are no complications with your pregnancy you can travel up to the beginning of the 36th week of your pregnancy for single pregnancies or up to the beginning of the 32nd week of your pregnancy for multiple pregnancies; and
- (d) medical clearance will otherwise be required if you are having complications with your pregnancy.

Any medical certificates must be provided to Cathay Pacific upon request.

Some countries place limitations on the entry of non-national pregnant persons. It is advisable to check with the local consulate to confirm the country specific requirements.

Pregnant passengers cannot be seated in an emergency exit seat.

6.7 **INFANTS**

We welcome on board infants on our flights, subject to the following:

- (a) You can travel with infants older than seven (7) days.

- (b) We require a parent or guardian (aged 18 or above) to travel in the same cabin as the infant at all times and each parent or guardian may bring a maximum of two infants.
- (c) You must book an infant Ticket and it does not give you an additional seat on board. If the infant reaches the age of two years old at the time of travel then you will be required to purchase a child Ticket.
- (d) You can bring your own personal car safety seats as long as they meet our specifications. Due to safety requirements, some aircraft may not be able to accommodate your car safety seat.
- (e) If you do not want to purchase an extra seat for your infant or child, they may travel with you as long as you use the appropriate safety device on board. Please let us know if you want a child restraint device or bassinet when you make your reservation with us. Bassinets and other on-board child restraint devices will secure your infant or child onto you during the flight. Since there are a limited number of bassinets on our flights, we cannot guarantee their availability.

6.8 UNACCOMPANIED MINORS

Our Unaccompanied Minor service allows our young Passengers from 6 up to 18 years old to travel on our flights without their parent or guardian as follows:

- (a) We are unable to carry children under the age of 6 as Unaccompanied Minors.
- (b) Unaccompanied Minors from the age of 6 and up to the age 12 must be accompanied by an appropriate escort over the age of 18. The Ticket for the Unaccompanied Minor will be charged at a full adult fare and our service fee will also apply.
- (c) Unaccompanied Minors from the age of 12 up to the age of 18 may (but are not obliged to) book our Unaccompanied Minor service but their parents or guardians may do so if they wish.
- (d) The parent or guardian will be required to provide the full name, contact information, and other relevant details of the person assigned to drop-off and pick-up the Unaccompanied Minor for each journey at the time of booking the service. They must complete the relevant Unaccompanied Minor documents required and sign a declaration of indemnity before the journey commences.
- (e) Unaccompanied Minors can be accepted on their flight at any time when the check-in counters are open, but we will only assume responsibility for the Unaccompanied Minor 90 minutes before the scheduled departure time. The parent or guardian must remain at the airport and be contactable until the flight is airborne.

- (f) If your Booking involves a transfer exceeding five hours or the Connecting Flight does not leave from the same airport, you will be unable to use this service.
- (g) If the journey involves carriage on multiple Carriers then we cannot carry Unaccompanied Minors.
- (h) Unaccompanied Minors cannot be seated in an emergency exit seat.

For operational reasons, we may from time to time suspend the Unaccompanied Minor services from our flights.

6.9 ON BOARD SERVICES

Whilst we will always endeavour to provide you with your chosen in-flight services (entertainment, special meals etc.) on board (if any), for operational reasons we cannot guarantee their availability on our flights.

ARTICLE 7: CHECK-IN AND BOARDING

- 7.1 Check in and boarding procedures may vary at different airports and for particular flights. Please check the time that your flight is scheduled to depart and arrive at the airport with sufficient time to check yourself and any Checked-In Baggage in, complete any government formalities, go through airport security and get to your departure gate.
- 7.2 It is your responsibility to ensure that you comply with these formalities and procedures. You must be present at the boarding gate not later than the time specified by us when you check in.
- 7.3 Please ensure you are at the boarding gate by the time specified. If you are late or improperly documented, as required in Article 14.2, we will not accept you for travel and not refund your Ticket or be liable for any other costs or expenses associated with you being unable to travel on that flight

ARTICLE 8: REFUSAL OF AND LIMITATION ON CARRIAGE

8.1 RIGHT TO REFUSE CARRIAGE

If we have previously notified you in writing that we will no longer carry you on any of our flights then, at our discretion, we may refuse to carry you or your Baggage even if you hold a valid Ticket and/or have a Boarding Pass. Your Ticket will be refunded as provided in Article 11.3.

Even if you hold a valid Ticket or Boarding Pass, we may refuse to carry you or your Baggage and retain your Ticket or Boarding Pass if one or more of the following have occurred or we reasonably believe may occur:

- 8.1.1 you or your Baggage may put the safety of the aircraft or the health or safety of any person in the aircraft or airport in danger or at risk;
- 8.1.2 your mental or physical state, including your impairment from alcohol or drugs, presents a safety or health hazard or risk to yourself, to passengers, to crew, or to property or may affect the comfort of other Passengers or crew;
- 8.1.3 you require specific assistance outside the scope of services that we can reasonably offer to people with specific needs;
- 8.1.4 you have committed a criminal offence when reserving your Ticket, during the check-in or boarding process at the airport or on board the aircraft;
- 8.1.5 you have refused to submit to a security check for yourself or your Baggage, or having submitted to such a check, you fail to provide satisfactory answers to security questions at check-in or at the boarding gate or you tamper with or remove any security seals or stickers on your Baggage;
- 8.1.6 you have not observed our instructions with respect to safety or security, either on board or at the airport. This includes the need to wear a mask throughout your journey if directed by us, and bringing with you and showing us specific documents if you have a medical exemption;
- 8.1.7 you do not in our reasonable view appear to have a valid Ticket, valid travel documents, you seek to enter a country through which you may be in transit, or for which we reasonably suspect that you do not have valid travel documents, or destroy your travel documents during flight or refuse to provide surrender your travel documents to the flight crew when so requested;
- 8.1.8 you present a Ticket that we reasonably suspect has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agents, is a fraudulently issued or counterfeit ticket, the Ticket (or relevant sector(s) on that Ticket) has been cancelled, or you cannot prove that you are the person named in the Ticket;
- 8.1.9 you fail to travel in accordance with the flight sequence as set out on your Ticket (see Article 3.3);
- 8.1.10 you have caused harm to, injured, or used threatening, abusive, insulting, discriminatory, obscene or lewd language or behaviour towards a member of our staff, ground crew or any Passengers;
- 8.1.11 you have made a bomb threat or other security threat;
- 8.1.12 you have a medical illness or condition that in our reasonable view does not comply with our medical clearance policy (https://www.cathaypacific.com/cx/en_US/prepare-trip/help-for-passengers/medical-assistance/medical-devices.html) or you otherwise do not satisfy us that you are fit to fly;

- 8.1.13 you do not in our reasonable view appear to have complied with government health and travel advisories and restrictions;
- 8.1.14 such action is in our reasonable view necessary in order to comply with any applicable government laws, regulations, or orders or requests from aviation or other regulatory authorities;
- 8.1.15 you refuse our requests for information about yourself or provide inaccurate or incorrect information, including information required by governments or other regulatory authorities;
- 8.1.16 you have not paid the applicable fare, taxes, fees, or charges in full; or
- 8.1.17 you are the subject of a Banning Notice with us or any other Carrier.

8.2 **CONSEQUENCES OF REFUSAL TO CARRY OR REMOVAL OF PASSENGERS**

- 8.2.1 If we refuse to carry you as a result of any of the reasons in Article 8.1 then we may cancel your Ticket, and any subsequent flights on your Itinerary Receipt, and we will not be obliged to refund you.
- 8.2.2 We may also issue you with a Banning Notice. Under a Banning Notice, you will be banned from all flights that we operate. The Banning Notice includes the date when the ban comes into force and the period for which it shall be enforced. A Banning Notice will prohibit you from buying a Ticket or asking or allowing anyone to do so on your behalf. If you try to travel whilst a Banning Notice is in force, we will refuse to carry you.

8.3 **OVERBOOKING**

- 8.3.1 It is common industry practice for airlines to overbook flights and our flights may from time to time be overbooked. If your flight is overbooked or if the aircraft weight limitation or seating capacity would otherwise be exceeded, we will notify Passengers at the airport (either at the check-in counters or at the departure gate) and look for volunteers who are willing to take a later flight or cancel their journey. In case there are not enough volunteers, we may need to refuse carriage to one or more Passengers against their wishes including you.
- 8.3.2 If there are insufficient numbers of volunteers, we will prioritise carriage for our elderly Passengers, families with babies and small children and passengers with specific needs and requirements. Thereafter, our decisions will be based on the specific fare type associated with the Ticket.
- 8.3.3 If you are denied boarding due to an overbooking of our flight for which you have a valid Ticket, you have checked in on time and complied with all applicable requirements for travel as set out in these Conditions of Carriage, then we will either offer you a seat on the next available flight on our services or refund in full your Ticket or any unused part of it.

8.3.4 We may also provide a monetary incentive depending on the applicable law.

8.3.5 In the event of overbooking, we will also provide any assistance and care required by any law which may apply.

8.4 **SERVICE DOGS**

Guide, hearing and services dogs may in certain circumstances be permitted to fly with their owner free of charge in the aircraft cabin, provided the animal has been accredited by either Assistance Dogs International or Assistance Dogs Europe in accordance with the applicable law.

For more information please see the following terms which are incorporated into these Conditions of Carriage:

https://www.cathaypacific.com/cx/en_US/prepare-trip/help-for-passengers/disability-and-mobility-assistance/assistance-dogs.html

ARTICLE 9: BAGGAGE

9.1 **FREE BAGGAGE ALLOWANCE**

Depending on the type of Ticket purchased, you may carry some Baggage, free of charge, either into the cabin or having it placed for carriage in the aircraft hold. Your Baggage allowance will depend on the terms and conditions of your Ticket and is also subject to certain limitations as to the number of items of luggage, the size and weight.

For your allowance please refer to our dedicated Baggage page for more details at:

https://www.cathaypacific.com/cx/en_MY/baggage.html

9.2 **EXCESS BAGGAGE**

You will be required to pay a charge for carriage of Baggage in excess of your free Baggage allowance under your Ticket. You can purchase an excess Baggage allowance in advance at a discount. Higher charges will apply if purchased at the airport. Our charges for excess Baggage are available at the airport, from our Authorised Agents or from our website at:

https://www.cathaypacific.com/cx/en_US/baggage/extra-baggage-charges/travel-on-after-01082019.html

9.3 **ITEMS UNACCEPTABLE AS BAGGAGE**

9.3.1 We will not carry, and you must not include in your Baggage or otherwise try to bring on board the following prohibited items in your Cabin Baggage or Checked-In Baggage:

- (a) items that are not your personal property, you have not packed yourself or any items that others have asked you to carry on their behalf;
- (b) items which are prohibited by any applicable law from being carried on any aircraft, including items that are excluded by customs and quarantine requirements;
- (c) items that are listed as dangerous goods on your Ticket or on our website;
- (d) any items which are likely to endanger the aircraft or persons or property on board the aircraft, or that may become dangerous. More information is available in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, and the International Air Transport Association (IATA) Dangerous Goods Regulations;
- (e) firearms and ammunition other than for hunting and sporting purposes. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked-In Baggage (subject to you obtaining all relevant regulatory approvals from any departure, arrival or transiting airports). Firearms must be unloaded and suitably packed;
- (f) weapons of any other type, including but not limited to knives, blades, or sharp items. Antique firearms, swords, knives and similar items may be accepted as Checked-In Baggage, at our discretion, but will not be permitted in the cabin of the aircraft;
- (g) items we reasonably determine are unsuitable for carriage because they are dangerous or unsafe;
- (h) any pungent or strong-smelling foodstuff or consumable products e.g. durian fruit or raw seafood; or
- (i) live animals except those otherwise accepted as cargo or recognised service dogs in the aircraft cabin.

9.3.2 If we discover that you are carrying prohibited items, we may do whatever we consider appropriate and what is reasonable in the circumstances, including disposing of the items and/or notifying the authorities.

9.3.3 You must not include in your Checked-In Baggage, fragile or perishable items, artwork, cameras, money, jewellery, precious metals, silverware, computers, diving computers, personal electronic devices, lithium-ion batteries (except as part of a wheelchair), negotiable papers, securities or other valuables, business documents, passports and other identification documents.

9.3.4 Unless we are at fault, we will not be responsible for any loss or damage caused to any prohibited items if they are carried as Cabin Baggage or Checked-In Baggage despite being prohibited items.

9.3.5 If, despite being prohibited, any items referred to in 9.3.1 are included in your Baggage, to such extent permissible by applicable laws, we shall not be responsible for any loss or damage to such items.

9.4 **RIGHT TO REFUSE CARRIAGE OF BAGGAGE**

9.4.1 We will not accept liability for and may refuse to carry any Baggage (even after having exercised a right to search in accordance with Article 9.5) if in our reasonable opinion:

- (a) it is not properly and securely packed in suitable containers;
- (b) it is unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers; or
- (c) it does not belong to you and which you have pooled with your own Baggage.

Information about packing and containers unacceptable to us is available on our website or from our Authorised Agents.

9.4.2 Although you may have paid the applicable charges in accordance with Article 9.2, we cannot guarantee that we will carry Baggage in excess of your allowance on our flights. We may also be required to carry Baggage within your free allowance on a later flight, due to space restrictions or operational reasons.

9.4.3 We will not refuse to carry wheelchairs or any other mobility equipment on our flights unless such carriage a) poses a risk to the safety of the flight, our crew members and ground staff or any other passengers, or b) otherwise contains dangerous or hazardous materials that we are unable to carry safely on our aircraft.

9.4.4 Where we have made specific arrangements with another Carrier, we will check through your Baggage on your Connecting Flights with other Carriers. Where we do not have such arrangements, please allow sufficient time if you intend either to:

- (a) arrive at an airport on another Carrier's flight and connect with one of our flights; or
- (b) arrive at an airport on one of our flights and connect with another Carrier's flight.

If we do not have such arrangements with the Carrier in question or we are unable check through your Baggage for operational reasons, you will be responsible for collecting your Baggage, clearing customs and quarantine formalities and having it checked-in and re-tagged for the next flight.

In such circumstances, we are not liable for any loss, damage or delay to your journey or baggage.

9.5 RIGHT OF SEARCH AND SECURITY INSPECTION

9.5.1 For safety and security reasons, you may be required to submit to search or inspection of your Baggage (whether conducted in your presence or not), clothing and body. If you are unwilling to comply with such requests we may refuse to carry you and your Baggage. We will not be liable for any Damage to you or your Baggage as a result of a search, scan or x-ray, unless it was caused by our fault.

9.5.2 If required, you shall attend any inspection of your Baggage by customs or other government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement

9.6 CHECKED-IN BAGGAGE

9.6.1 Once you have checked in your Checked-In Baggage, we will take custody of it and issue a Baggage Identification Tag for each piece of your Checked-In Baggage.

9.6.2 Please ensure that you are able to identify your Checked-In Baggage with a name tag affixed to it or some other identifiable or distinguishing feature.

9.6.3 Checked-In Baggage will whenever possible, be carried on the same aircraft as you, unless we decide for safety, security, or operational reasons to carry it on an alternative flight. If your Checked-In Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to collect it at the airport e.g. customs clearance.

9.6.4 The maximum weight of any single piece of Checked-In Baggage is 32 kg (70 lb). Please do not arrive at the airport for your flight with any single item of Baggage weighing more than 32kg.

9.6.5 Overweight items may have to be repacked or split into lighter units by you during check-in. Such items that cannot be repacked will not be accepted for carriage. In either case, we shall not be liable to you for any loss, damage or delay arising as a result of your failure to comply with the weight allowance or our refusal and need to repack or split into or decline to carry the overweight items.

9.7 EXCESS VALUE DECLARATION AND CHARGE

9.7.1 Our liability to you for damage or loss of Checked-In Baggage (including wheelchairs or other mobility equipment) in our custody is limited by the Conventions. However, subject to your payment of an additional charge, you may declare that your Checked-In Baggage's value is higher than the applicable limit and recover a higher amount should we damage or lose it.

9.7.2 This option will not be available if part of your Ticket includes travel with another Carrier which does not offer this facility.

9.8 **CABIN BAGGAGE**

9.8.1 The size and weight of your Cabin Baggage is dependent upon the terms and condition of your Ticket and class of travel. In general, your Cabin Baggage should either fit underneath the seat in front of you or in one of the storage compartments or overhead lockers in the cabin. You (or your travelling companion) must be able to lift and carry your Cabin Baggage safely without assistance. If you bring any Cabin Baggage which exceeds your Baggage allowance, we will have to carry it in the aircraft hold. You may have to pay a separate charge for this service.

9.8.2 Oversized objects not suitable for carriage in the aircraft hold (e.g. large musical instruments), may be carried as Cabin Baggage subject to you notifying us in advance and to our prior agreement. You may also be required to purchase an additional seat for that Cabin Baggage.

9.9 **COLLECTION AND DELIVERY OF BAGGAGE**

9.9.1 Subject to Article 9.6.3, you are required to collect your Checked-In Baggage as soon as it is made available at your destination or a Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked-In Baggage not be claimed within three (3) months from the time it is made available, we may dispose of it without any liability to you.

9.9.2 We will only deliver Checked-In Baggage to the bearer of the Baggage Identification Tag.

9.9.3 If you are unable to produce a Baggage Identification Tag for the Baggage in question then we will deliver the Baggage subject to you being able to demonstrate to our reasonable satisfaction that you are the rightful owner. You will indemnify us against the costs of dealing with any claim brought against us by another person as result of delivering the Baggage to you.

9.9.4 Once the rightful owner has accepted the Baggage without complaint then the Baggage will be deemed delivered in good condition and in accordance with our Conditions of Carriage. In any event, the time limits for making any complaints are set out in Article 17.1 below.

9.10 **ANIMALS**

If we agree to carry your animals they will be carried subject to the following conditions:

9.10.1 You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated or transported in containers which meet applicable legal requirements, accompanied by valid health and vaccination certificates,

entry permits, and other documents required by the countries of entry or transit failing which, such animals will not be accepted for carriage.

- 9.10.2 If accepted for carriage, your animal will be carried as excess Baggage and additional charges shall apply. Except as accepted by us in accordance with Article 8.4, your animals must be carried in the aircraft hold. In some jurisdictions, animals must be transported as cargo.
- 9.10.3 Where carriage is not subject to the Conventions, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry, unless it was due to our fault.
- 9.10.4 We will have no liability to you or anyone else if the animal is improperly documented for travel. You will reimburse us for any fines, costs, losses or liabilities imposed on or incurred by us as a result of carrying the animal.

ARTICLE 10: SCHEDULES, CANCELLATION OF FLIGHTS

10.1 SCHEDULES

- 10.1.1 The flight times shown on your Ticket and on our website may change between the date your Ticket was issued and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.
- 10.1.2 The scheduled flight time will be shown during the online Booking process or provided by our Authorised Agent and will then appear on your Ticket and Itinerary Receipt after you have made a Booking. We may however need to change your scheduled flight time after your Ticket has been issued. We or our Authorised Agent will endeavour to contact you to notify you of any such change.
- 10.1.3 If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance with Article 11.

10.2 CANCELLATION, REROUTING, DELAYS, ETC.

- 10.2.1 We will always strive to avoid delaying the carriage of you and your Baggage on your trip. To avoid cancelling your flight, it is sometimes necessary for us to arrange for your flight to be operated on either a different aircraft or performed on our behalf by another Carrier.
- 10.2.2 Except as otherwise provided by the Conventions or other law (where applicable), if we cancel your flight, make a significant change to the schedule, no longer fly to your Stopover or final destination or make you miss your Connecting Flight (on which you have a confirmed reservation), we shall, at your option, either:

- (a) carry you on our next available flight if space is available without additional charge. Where necessary, the validity of your Ticket will also be extended; or
 - (b) re-route you on one of our flights at no additional charge. If the fare, and charges for the revised routing are lower than what you have paid, we shall refund the difference; or
 - (c) or refund your Ticket in accordance with Article 11.2.
- 10.2.3 Unless otherwise stated in the Conventions or any applicable law, the choices available to you under Articles 10.2.2.(a) to 10.2.2(c), in the event of one or more of the events outlined in Article 10.2.2, are your sole and exclusive remedies and we shall have no further liability to you for the disruption to your journey.
- 10.2.4 In the event of delay or disruption to your journey as a result of an event of Force Majeure (e.g. adverse weather, air traffic control delays etc.) we shall provide you with care and assistance if required under any applicable aviation passenger rights laws.
- 10.2.5 If we are unable to provide confirmed space, we shall compensate those Passengers who are denied boarding or who are involuntarily downgraded to the class below in accordance with applicable law.

ARTICLE 11: REFUNDS

- 11.1 In the event that your Ticket is refundable or you are otherwise entitled to a refund of your Ticket under these Conditions of Carriage then we or our Authorised Agent shall make such refunds as follows:
- 11.1.1 Unless otherwise agreed by us, refunds will be made either to the person named on the Ticket or to the person who has paid for the Ticket, subject to satisfactory proof that the person has made that payment.
 - 11.1.2 In any event, a refund made to anyone presenting the Ticket or Itinerary Receipt and holding himself or herself out as a person to whom the refund may be made pursuant to Article 11.1.1 shall be deemed a proper refund and shall discharge us from liability and any further claim for refund from you or from anyone else.
- 11.2 **INVOLUNTARY REFUNDS**
- 11.2.1 If we disrupt your journey with us for one of the reasons set out in Article 10.2.2 above, the amount of the refund will be:
- (a) equal to the fare paid for your unused Ticket; or
 - (b) equal to an amount calculated on the value of one or more unused sectors (flights) on your Ticket.

11.2.2 Upon acceptance of a refund by the Passenger on the purchase of a ticket under these circumstances, we shall be released from any further liability.

11.2.3 There are specific rules and regulations, entitling Passengers in certain circumstances to enhanced refunds and compensation due to cancellation, delay and denied boarding, in several jurisdictions to and from which we fly.

For further information on our flights to and from destinations in the US, Canada, the UK, the European Union, India and Israel please refer to:

https://www.cathaypacific.com/cx/en_US/prepare-trip/passenger-rights-and-regulations.html#TheUnitedStates

11.3 **VOLUNTARY REFUNDS**

Some Tickets are sold at discounted fares which may be partially or completely non-refundable. If you are entitled to a refund of your Ticket for reasons other than those set out in 11.2, the amount of the refund shall be:

- (a) equal to the fare paid for your unused Ticket, less any reasonable service charges or cancellation fees; or
- (b) equal to an amount calculated on the value of one or more unused sectors (flights) on your Ticket, less any reasonable service charges or cancellation fees.

11.4 **REFUNDS FROM OUR AGENTS**

If you have purchased your Ticket via one of our Authorised Agents, you must seek a refund from them directly in the first instance.

11.5 **RIGHT TO REFUSE REFUND**

11.5.1 We may refuse a refund where application is made after the validity of the Ticket has expired.

11.5.2 We may refuse refund on a Ticket which has been presented to us, or to Government officials, as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another Carrier or another means of transport.

11.5.3 We may refuse refund in the circumstances covered by Article 8.2 of these (Removal of Passengers) Conditions.

11.6 **CURRENCY**

We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

11.7 **BY WHOM TICKET REFUNDABLE**

Voluntary refunds will be made only by the Carrier which originally issued the Ticket (in our case, Ticket numbers that commence with 160) or by its agents if so authorised.

ARTICLE 12: CONDUCT ABOARD AIRCRAFT

12.1 To ensure your safety, and the safety of others, you must comply with the following requirements while on board:

- (a) keep your seatbelt fastened when seated;
- (b) remain seated with your seatbelt securely fastened during turbulence; and
- (c) stay seated if directed to do so by a crew member.

12.2 If we reasonably consider it necessary, we may restrain you or remove you from any flight anywhere, for example if you:

- (a) in our reasonable view, conduct yourself so as to endanger the safety of the aircraft or any person or property on board;
- (b) smoke, get drunk or take drugs;
- (c) obstruct, or fail to comply with any direction of any crew member;
- (d) in our reasonable view, behave in a disorderly, unpredictable, unsafe, discriminatory or aggressive manner or in a manner to which another Passenger may reasonably object;
- (e) interfere with a crew member who is performing his or her duties on board an aircraft; or
- (f) tamper or interfere with the aircraft or its equipment.

In addition to being restrained or offloaded, you may be refused further carriage with us on any of the other flights on your Ticket or in future (see Banning Notice) and no refunds will be paid. You may also be prosecuted for offences committed on board the aircraft.

12.3 You are not allowed to consume alcohol aboard our aircraft (whether purchased as duty free from us or someone else or otherwise obtained) unless it has been served to you by us. We have the right, at any time for any reason, to refuse to serve you alcohol or to withdraw alcohol which has been served to you.

12.4 **YOUR LIABILITY FOR DISRUPTIVE BEHAVIOUR**

If you conduct yourself in a manner described in Paragraph 12.2 above, you will indemnify us for all claims or losses, including, but not limited to, all

costs arising from the diversion of the aircraft for the purpose of offloading you and all losses suffered or incurred by us, our Agents, employees, independent contractors, passengers and any third party in respect of death, injury, loss, damage or delay to other persons or to property, arising from your misconduct.

12.5 **USE OF ELECTRONIC DEVICES ON BOARD**

- 12.5.1 We may ask you not to operate any electronic devices including mobile telephones and other cellular network enabled devices, laptop computers, recorders, radios, CD players, electronic games, laser products or transmitting devices, remote or radio controlled toys that could interfere with the flight. Hearing aids and heart pacemakers are permitted.
- 12.5.2 If you refuse to comply with our requests, we may retain the device until the end of the flight.

ARTICLE 13: ARRANGEMENTS FOR ADDITIONAL SERVICES

If we make arrangements for you with any third party to provide services other than flight-related services e.g. road, rail or sea transport, car rental or hotel accommodation or to issue ticketing or reservation documents for those services, in doing so, we are acting only as your agent without further liability to you or others for the performance or availability of these services. In these cases, the terms and conditions of those third-party service providers will apply.

ARTICLE 14: ADMINISTRATIVE FORMALITIES

14.1 **GENERAL**

- 14.1.1 It is your responsibility to check the relevant entry requirements for any country that you are visiting, including any quarantine restrictions or other public health obligations incumbent on arriving passengers. You must present us with all required passport, visas, health certificates and other travel documents needed for your journey.
- 14.1.2 You must obey all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.
- 14.1.3 We will not be liable to you if:
- (a) you do not have the necessary passports, visas, health certificates and other travel documents;
 - (b) your passport, visa, health certificates or other travel documents are invalid or out of date; or

- (c) you have not obeyed all relevant laws, regulations, orders, demands, requirements, rules or instructions.

14.2 TRAVEL DOCUMENTS

Prior to travel, you must present to us or our Authorised Agents all necessary entry and exit documents required by the countries which you are visiting including points of departure, transit and destination. This includes any health certificates, vaccination records, pandemic test results (e.g. a negative PCR test) and quarantine requirements. We may retain copies and deposit your passport or equivalent travel document with a member of the crew of the aircraft for safe custody until the end of the flight. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear in our reasonable opinion to be in order.

14.3 REFUSAL OF ENTRY, FINES, DETENTION COSTS ETC.

14.3.1 If you are denied entry into any country or fail to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned (including those countries through which you transit under your Ticket) or to produce the required documents, you will be responsible for:

- (a) the payment of any fine, penalty or charge imposed against us by the Government concerned;
- (b) reimbursing us for payment of those fines, penalties or charges made on your behalf or otherwise;
- (c) any detention costs we are charged; and
- (d) the cost of transporting you from that country and any other costs we reasonably pay or agree to pay.

14.3.2 The fare collected for carriage to the point of refusal or denied entry will not be refunded by us. We may apply toward such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

14.4 OUR INTERPRETATION OF LAWS, REGULATIONS ETC.

We are not liable if in the exercise of our reasonable discretion, we determine that what we understand to be applicable law, government regulation, demand, order or requirement requires that we refuse and do refuse to carry you.

ARTICLE 15: SUCCESSIVE CARRIERS

For purposes of your rights under the Conventions, your flights with us and any other Carriers under one Ticket or a Conjunction Ticket will be regarded

as a single, undivided carriage or journey. However, we draw your attention to Article 16.

ARTICLE 16: LIABILITY FOR DAMAGE

16.1 APPLICABLE RULES

16.1.1 These Conditions of Carriage and applicable law, including the Conventions (where applicable), govern our liability to you as follows:

- (a) where we are a Successive Carrier, we are not liable for those parts of the journey performed by other Carrier(s);
- (b) where we are the actual carrier, we are liable for an accident which causes injury or death that occurs on board the aircraft, or in the process of embarking or disembarking;
- (c) where we are the contracting carrier but do not perform any part of the operations of carriage, we are liable for an accident which causes injury or death that occurs during any part of the transportation, while on board the aircraft, or in the process of embarking or disembarking.

16.1.2 Applicable law may include the Conventions for international carriage and/or laws which apply in individual countries to which we operate.

16.1.3 Where we issue a Ticket for carriage by another Carrier, or we check-in your Baggage for carriage by another Carrier, we do so only as agent for that Carrier.

16.1.4 To the extent not in conflict with the Conventions or the jurisdiction in which the contract was made, these Conditions of Carriage and all services provided by us to you shall be governed by the laws of Hong Kong.

16.2 OUR LIABILITY FOR DEATH OR INJURY TO PASSENGERS

Under the Conventions, our liability for proven damages sustained by you in the event of death, wounding or any other bodily injury caused by an accident during carriage provided by us is subject to the following terms:

16.2.1 For any recoverable Damage up to and including the sum of the equivalent of:

- (a) 128,821 SDRs with respect to claims to which the Montreal Convention applies; and
- (b) 100,000 SDRs in all other instances,

we shall not exclude or limit our liability nor rely upon any defence against recoverable compensatory Damage, based upon proof that we and our agents (i) have taken all necessary measures to avoid the damage, or (ii) that it was impossible for such measures to have been taken.

16.2.2 However, our liability to you or those legally entitled to seek compensation for Damage up to the amounts as set out in Article 16.2.1 above may be reduced or excluded under applicable law if your negligence or wrongful act or omission caused or contributed to the Damage.

16.2.3 Any claims for Damage that exceed 128,821 SDRs under the Montreal Convention or 100,000 SDRs in all other instances will be reduced either partially or wholly if we prove that the Damage:

(a) was not due to the negligence or other wrongful act or omission of us or our agents; or

(b) was solely due to the negligence or other wrongful act or omission of a third party

16.2.4 We are not responsible for any illness, injury or disability, including death, attributable to your age, mental or physical condition or for the aggravation of such condition.

16.3 **OUR LIABILITY FOR DAMAGE TO BAGGAGE**

16.3.1 We are not liable for Damage to Cabin Baggage (other than Damage caused by delay which is covered by Article 16.4 below) unless the Damage was caused by our negligence or the negligence of our agents.

16.3.2 We will not be liable for Damage to Baggage resulting from the inherent defect, quality or vice of the Baggage. Likewise, we will not be liable for fair wear and tear of Baggage resulting from the usual and normal rigours of transportation by air.

16.3.3 With respect to claims to which the Warsaw Convention applies, our liability in the case of Damage shall be limited to:

(a) 17 SDRs per kilogram for Checked-In Baggage; and

(b) 332 SDRs per Passenger for Cabin Baggage,

or any higher sum agreed to by us pursuant to Article 9.7.1.

16.3.4 With respect to claims to which the Montreal Convention applies, our liability for Damage to both Cabin Baggage and Checked-In Baggage, including Damage caused by delay is limited to 1,288 SDRs per Passenger or any higher sum agreed to by us pursuant to Article 9.7.1.

16.3.5 Where either Convention applies the limits of liability mentioned in Articles 16.3.3 and 16.3.4 will not apply if you are able to prove that the Damage resulted from an act or omission by us or our agents carried out either:

- (a) with the intention of causing Damage; or
 - (b) recklessly and with actual knowledge that Damage would probably result and you prove that our employees or agents responsible for the act or omission were acting within the scope of their employment.
- 16.3.6 The limit of liability for Damage to both Cabin Baggage and Checked-In Baggage established by local law applies to your Baggage where local law applies to your journey instead of one or other of the Conventions.
- 16.3.7 If neither Convention applies and no limit of liability is established by applicable local law then the limits of our liability to you for Damage to Cabin Baggage and Checked-In Baggage set out in Article 16.3.4 shall apply.
- 16.3.8 You may wish to make a special declaration of value (see Article 9.7.1) or buy yourself additional insurance to cover instances where the actual value or replacement cost of your Checked-In Baggage or Cabin Baggage exceeds our liability.
- 16.3.9 If the weight of the Baggage is not recorded when you check it in, it is presumed that the total weight of the Checked-In Baggage does not exceed the applicable free baggage allowance for your Ticket.
- 16.3.10 If you complete a special declaration of higher value at check-in and pay the applicable fee, our liability shall be limited to the higher declared value.
- 16.3.11 We are not liable for Damage to Baggage caused by delay if we prove that we and our agents took all measures that could reasonably be required to avoid the Damage or that it was impossible for us or our agents to take such measures.
- 16.3.12 We are not liable for injury to you or for Damage to your Baggage caused by property contained in your Baggage or anyone else's luggage. You are responsible for any Damage caused by your Baggage to other people and their property and you shall indemnify us for all losses and expenses incurred by us as a result.
- 16.3.13 Except for Checked-In Baggage or Cabin Baggage carried in the course of international carriage as defined by the Conventions, we are not liable in any way whatsoever for Damage to articles which you include in your Baggage which you are prohibited from including in your Baggage deemed unacceptable for carriage under Article 9.3.
- 16.3.14 Unless we have made specific arrangements with another Carrier, we are not liable in any way whatsoever for Damage to your Baggage caused by your failure to adhere to Article 9.4.4, including your failure to take responsibility for clearing, checking-in and re-tagging Baggage for carriage on another flight with a Carrier.
- 16.3.15 We are not liable for Damage to Baggage to the extent that we prove that the Damage was caused by your negligence or other wrongful act or omission.

16.4 **OUR LIABILITY FOR DAMAGE CAUSED BY DELAY TO PASSENGERS**

16.4.1 Our liability for Damage caused by delay in your carriage by air is limited by the Conventions and/or applicable local law. The limit of liability under the Montreal Convention is currently 5,346 SDRs per passenger.

16.4.2 Unless otherwise required by applicable local law in any event, we are not liable for damage to passengers caused by delay if we prove that we and our agents took all measures that could reasonably be required to avoid the damage or that it was impossible for us or them to take such measures.

16.5 **GENERAL PROVISIONS**

16.5.1 We shall be liable only for Damage occurring during transportation ticketed under our own Airline Designator Code or operated by us. If we issue a Ticket or if we check Baggage for transportation under another Carrier's Airline Designator Code, we do so only as Agents for that Carrier. You may however have a right of action for Damage to your Checked-In Baggage against either the first or last Carrier, liability for which will be determined by those Carriers' own terms and conditions.

16.5.2 We are not liable for any damage arising from our compliance with any laws or government regulations, orders or requirements, or from your failure to comply with the same;

16.5.3 Except where these conditions of carriage state differently, our liability shall be limited to proven compensatory damages, and in any event, we shall not be liable for (i) any loss of profits, revenue, contracts, sales, anticipated savings, goodwill and reputation; and (ii) indirect, consequential losses, or (iii) any form of non-compensatory damages, including punitive or exemplary damages.

16.5.4 Any exclusion or limitation of our liability shall apply to and be for the benefit of our agents, employees and representatives and any person whose aircraft is used by us and such person's agents, employees and representatives. As a result, the total amount recoverable from us and from such agents, employees, representatives and persons shall not exceed the amount of our overall limit of liability.

16.5.5 Unless we state otherwise, nothing in these Conditions of Carriage gives up any exclusion or limitation of liability to which we are entitled under the applicable law which may apply. With respect to third parties, we reserve our legal rights to recover against any other persons.

16.5.6 No Class Action – Any action brought pursuant to or arising from these Conditions of Carriage, Conditions of Contract, Ticket, Tariffs, or transportation provided or to be provided by us must be brought in your individual capacity and not as a plaintiff or class member in any purported class or representative proceedings.

- 16.5.7 Nothing in these Conditions of Carriage, Conditions of Contract or other notices is intended to incorporate EC Regulation 261/2004 or create any rights under it except those rights that apply to you directly as a result of that Regulation applying to your journey.

ARTICLE 17: TIME LIMITATION ON CLAIMS AND ACTIONS

17.1 TIME LIMIT FOR BAGGAGE

17.1.1 If you wish to claim compensation from us for Damage to Checked-In Baggage, you must notify us in writing as follows:

- (a) if the Damage is physical in nature, within seven (7) days of receipt of your Checked-In Baggage;
- (b) if the Damage consists of complete loss of your Checked-In Baggage, within twenty-one (21) days from the date on which the Baggage ought to have been delivered to you; and
- (c) if the Damage consists of delay to your Checked-In Baggage, within twenty-one (21) days from the date on which the Baggage was made available to you.

17.1.2 Except in the case of fraud on our part or under any applicable local law, if you do not notify us in writing within the applicable time frame above then we reserve the right to deny you compensation.

17.2 TIME LIMIT FOR ALL ACTIONS

Any right you may have for compensation for any Damages shall be extinguished if an action is not brought within two years from the date of arrival at the destination, or the date on which the aircraft ought to have arrived, or the date on which the carriage stopped. The period of limitation shall be determined by the law of the court where the case is heard.

ARTICLE 18: CUSTOMER CONTACT CENTRE DETAILS

For any queries or complaints, you can write to us or contact our customer services, details of which can be found at:

https://www.cathaypacific.com/cx/en_GB/contact-us.html

For customer services in Chinese Mainland please either call us on +86 400 888 66 28 or email us at customercare@cathaypacific.com

ARTICLE 19: MODIFICATION AND WAIVER

None of our Agents, employees or representatives has authority to alter, modify or waive any provision of these Conditions of Carriage.

ARTICLE 20: OTHER CONDITIONS

Besides these Conditions of Carriage and Tariffs, your Ticket also contains certain other Conditions of Contract that are printed on your Itinerary Receipt. These Conditions of Contract incorporate these Conditions of Carriage and other notices into your Ticket and are available from our website or from our Authorised Agents upon request. Our website contains information on our policies concerning such things as our requirements for the carriage of unaccompanied minors, pregnant women, and sick passengers, restrictions on use of electronic devices on board the aircraft, forbidden items in Baggage, and the on board consumption of alcoholic beverages.