

Philippine Airlines, Inc.
GENERAL CONDITIONS OF CARRIAGE (GCC)
(Passenger and Baggage)

(As approved by the **Philippine Civil Aeronautics Board** (CAB) through CAB Resolution No. 39(95) dated 07 September 1995, CAB Resolution No. 42 (2001) dated 01 June 2001, and CAB Resolution No. 76 (2001) dated 26 July 2001)

ARTICLE 1
APPLICABILITY

Section 1. GENERAL

These Conditions are the Conditions of Carriage referred to in the Passenger Ticket and Baggage Check of Philippine Airlines, and, except as provided in Secs. 3, 5, and 6 of this Article, as well as in applicable international treaties and Conventions and unless otherwise expressly stated, these Conditions of Carriage apply to both international and domestic carriage by air of Passenger and baggage, including services incidental thereto, performed by Carrier for compensation or reward.

Sec 2. GRATUITOUS CARRIAGE

These Conditions also apply to gratuitous or reduced fare carriage except to the extent that Carrier has provided otherwise in the relevant contracts, passes or Tickets.

Sec. 3. CARRIAGE TO/FROM CANADA AND USA

- (a) These Conditions apply to carriage between places in Canada or between a place in Canada and any place outside thereof, only to the extent that they are incorporated in tariffs in force in Canada.
- (b) These Conditions apply to air transportation as defined in the U.S. Federal Aviation Act of 1958 only in so far as these Conditions are consistent with said Act and the orders, rules and regulations issued pursuant thereto.

Sec. 4. CONDITIONS SUBJECT TO CHANGE

These Conditions are subject to change without notice with the approval of the Civil Aeronautics Board (CAB), provided that no such change shall apply after ticket has been issued.

Sec. 5. CHARTERS

If carriage is performed pursuant to a charter agreement with Carrier, these conditions apply only to the extent that they are incorporated by reference in the terms of the charter agreement and the charter ticket. In case of any inconsistency between these Conditions and the provisions of said charter agreement and/or charter ticket, the latter shall prevail.

Sec. 6. **OVERRIDING LAW**

To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention as defined in Article 2 hereof, where applicable, and/or any applicable laws, government regulations, orders or requirements that cannot be waived by agreement of the parties, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision.

ARTICLE 2 **DEFINITIONS**

"AGREED STOPPING PLACES"

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

"BAGGAGE"

means such articles, effects and other personal property of a Passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with the trip. Unless otherwise specified, it includes both Checked and Unchecked Baggage of the Passenger.

"BAGGAGE CHECK"

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

"BAGGAGE IDENTIFICATION TAG"

means a document issued by the Carrier solely for identification of Checked Baggage.

"CARRIER"

means Philippine Airlines, Inc. (PAL) and, except as otherwise indicated, carriers that carry or undertake to carry the Passenger and/or his or her Baggage under a Ticket issued by PAL.

"CARRIER'S TARIFFS"

means rules, other than these conditions, approved by the CAB and in effect on date of Ticket issue, governing carriage of Passengers and/or Baggage and shall include applicable tariffs in force.

"CHECKED BAGGAGE"

means Baggage of the Passenger of which Carrier takes sole custody and for which the Carrier has issued a Baggage Check.

"CONJUNCTION TICKET"

means a Ticket issued to a Passenger in conjunction with another Ticket, both of which together constitute a single contract of carriage.

"CONVENTION"

means whichever of the following instruments is applicable to the Contract of Carriage:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, Poland, on 12 October 1929 (hereinafter referred to as the Warsaw Convention);
- the Warsaw Convention as amended at The Hague, The Netherlands, by the Hague Protocol on 28 September 1955;
- the Warsaw Convention, as further amended by other Conventions and Protocols that come into force.

"DAMAGE"

includes death, injury, delay, loss, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by Carrier incidental thereto.

"DAYS"

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

"DOMESTIC TICKETS"

means Tickets with purely Philippine domestic itinerary.

"INTERNATIONAL CARRIAGE UNDER THE WARSAW CONVENTION"

means carriage in which, according to the contract made by the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated, either within the territories of two High Contracting Parties to the Warsaw Convention one or both of which have not ratified the Hague Protocol or within the territory of a single High Contracting Party not having ratified the Hague Protocol if there is an agreed stopping place within the territory subject to the sovereignty, suzerainty, mandate or authority of another Power even though that Power is not a High Contracting Party;

"INTERNATIONAL CARRIAGE UNDER THE WARSAW CONVENTION AS AMENDED BY THE HAGUE PROTOCOL"

means carriage in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated, either within the territories of States both of which have ratified the Hague Protocol or within the territory of a single state which has ratified the Hague Protocol if there is an agreed stopping place within the territory of another State even if that State has not ratified the Hague Protocol.

"FLIGHT COUPON"

means that portion of the Ticket that bears the notation "good for passage" and indicates the particular places between which Passenger is entitled to be carried.

"PASSENGER"

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

"PASSENGER COUPON"

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

"STOPOVER"

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

"TICKET"

means the document entitled "Passenger Ticket and Baggage Check" issued by or on behalf of Carrier and includes the Conditions of Contract and notices and the Flight and Passenger Coupons contained therein.

"UNCHECKED BAGGAGE"

means any Baggage of the Passenger other than Checked Baggage.

ARTICLE 3

TICKETS

Section 1. TICKETS FOR CARRIAGE

(a) Ticket as Prima Facie Evidence of Contract

The Ticket is *prima facie* evidence of the contract of carriage between Carrier and the Passenger named on the Ticket. The Conditions of Contract contained in the Ticket are a summary of some of the provisions of these Conditions of Carriage. Purchase of a Ticket does not guarantee carriage by the Carrier. The Ticket is and remains at all times the property of the issuing carrier.

(b) Requirement for Ticket

A person shall not be entitled to be carried on a flight unless that person presents a valid Ticket duly issued in accordance with Carrier's Conditions of Carriage and tariffs and containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon.

(c) Loss, Mutilation or Non-Presentation of Ticket

In case of loss or mutilation or inability to present a Ticket, or part thereof, or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, the Carrier may at the Passenger's request replace such Ticket or part thereof by issuing a new Ticket on receipt of proof satisfactory to Carrier that a Ticket valid for the flights in question was duly issued to such Passenger and provided that the Passenger undertakes in such form as may be prescribed by Carrier to pay to Carrier the fare applicable to the new Ticket in the event, and to the extent that the lost, mutilated or missing ticket and/or flight coupons are used by any person, or that refund in respect thereof is made to another person.

(d) Ticket Not Transferable

A Ticket is not transferable. If a Ticket is presented for carriage by someone other than the person entitled to be carried thereunder or for a refund, Carrier shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the Ticket.

Sec. 2. PERIOD AND EXTENSION OF VALIDITY

(a) Period of Validity

Except as otherwise provided in the Ticket, these conditions or Carrier's Tariffs, a Ticket is valid for carriage for one (1) year from the date of commencement of flight or if no portion of the Ticket is used, from the date of issue thereof. A Ticket issued at other than normal fare or under certain restrictions is valid for carriage or for refund only as may be provided for in the conditions prescribed in the Ticket or Carrier's Tariffs.

Subject to the foregoing exceptions, a Domestic Ticket is valid for one (1) year from the date of issuance thereof.

(b) Extension of Validity

If a Passenger is prevented from traveling within the period of validity of the Ticket because Carrier:

- (1) cancels the flight on which the Passenger holds a confirmed reservation;
- (2) omits a scheduled stop, being the Passenger's place of departure, place of destination or a stopover;
- (3) fails to operate a flight reasonably according to schedule;
- (4) causes the Passenger to miss a connection;
- (5) substitutes a different class of service;
- (6) is unable to provide previously confirmed space; or
- (7) is unable to provide space at the time the Passenger requests reservation.

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

(c) Illness of Passenger

When a Passenger after having commenced his or her journey is prevented from traveling within the period of validity of the Ticket by reason of illness, Carrier will extend (provided, such extension is not precluded by Carrier's Tariffs applicable to the fare paid by the Passenger) the period of validity of such Passenger's Ticket until Carrier's first flight after the date when the Passenger becomes fit to travel according to a medical certificate, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid, provided, however that, when the Flight Coupons remaining in the Ticket involve one or more Stopovers, the validity of such Ticket, subject to Carrier's Tariffs, will be extended for three (3) months from the date shown on aforesaid certificate.

In such circumstances, Carrier will extend similarly the period of validity of the Tickets of other members of the Passenger's immediate family accompanying the Passenger.

(d) Death of Passenger and/or Immediate Member of Family

In the event of death of a Passenger en route, the validity of the Tickets of the immediate members of the family accompanying the Passenger may be extended. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Ticket and those of his or her immediate family accompanying the Passenger may be likewise extended.

Any such extension of validity shall be made upon receipt of a proper death certificate and shall not be for a period longer than forty-five (45) days from the date of the death.

Sec. 3. FLIGHT COUPON SEQUENCE (Not Applicable to Domestic Travel)

- (a) Carrier will honor Flight Coupons only in sequence from the place of departure as shown on the Ticket.
- (b) Carrier may refuse to honor the Passenger's Ticket if the first Flight Coupon for international travel has not been used and the Passenger commences his or her journey at any stopover or agreed stopping place.
- (c) Each Flight Coupon will be accepted for carriage in the class of service specified therein on the date and flight for which accommodation has been reserved. When Flight Coupons are issued without a reservation being specified thereon, space will be reserved on application subject to the condition of the relevant fare and the availability of space on the flight applied for.

Sec. 4. NAME AND ADDRESS OF CARRIER

Carrier's name may be abbreviated in the Ticket. Carrier's address shall be deemed to be the airport of departure shown opposite the first abbreviation of Carrier's name in the "Carrier" box in the Ticket. However, this shall not necessarily be taken to be the place where the Carrier is domiciled or ordinarily resident for purposes of the Convention.

ARTICLE 4
STOPOVERS

- 1. Stopovers may be permitted at Agreed Stopping Places subject to Carrier's Tariffs.
- 2. Stopovers must be arranged with Carrier in advance and specified on the Ticket.

ARTICLE 5
FARES AND CHARGES

Section 1. GENERAL

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports and between airports and town terminals, unless provided by Carrier without additional charge.

Sec. 2. **APPLICABLE FARES**

- (a) Applicable fares are those published by or on behalf of Carrier or, if not so published, constructed in accordance with Carrier's Tariffs.
- (b) Subject to government requirements and Carrier's Tariffs, the applicable fare for Domestic Carriage is the fare in effect on the date of Ticket issuance and for international carriage is the fare in effect on the date of commencement of the carriage.
- (c) When the amount that has been collected is not the applicable fare the difference shall be paid by the Passenger or, as the case may be, refunded by Carrier, in accordance with Carrier's Tariffs, provided that no increase in fare will be collected where the flight and date of flight is specified in the Ticket and the Passenger takes the flight on said date.

Sec. 3. **ROUTING**

Unless otherwise provided in Carrier's Tariffs, fares apply only to routings published in connection therewith. If there is more than one routing at the same fare, the Passenger may specify the routing prior to issue of the Ticket. If no routing is specified, Carrier may determine the routing. Carrier may reroute a Passenger to the same destination at the Passenger's request. Additional charges may apply.

Sec. 4. **TAXES AND CHARGES**

Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a Passenger or the use by a Passenger of any services or facilities, will be in addition to the published fares and charges and shall be payable by the Passenger, except as otherwise provided in Carrier's Tariffs.

Sec. 5. **CURRENCY**

Fares and charges are payable in any currency acceptable to Carrier. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange determined in accordance with procedures approved by government authorities.

ARTICLE 6 **RESERVATIONS**

Section 1. **RESERVATION REQUIREMENTS**

- (a) Reservations are not confirmed until confirmed by Carrier or its authorized agent and recorded as such in the computer reservations system of Carrier.
- (b) As provided in Carrier's Tariffs, certain fares may be subject to conditions which limit or exclude the Passenger's prerogative to change or cancel reservations.

Sec. 2. TICKETING TIME LIMIT

If a Passenger has not paid for the Ticket (or made credit arrangements therefor with Carrier) prior to the specified ticketing time limit, Carrier may cancel the reservation without prior notice.

Sec. 3. PERSONAL DATA

The Passenger recognizes that personal data have been given to Carrier for the purpose of making a reservation for carriage and for obtaining ancillary services. For these purposes the Passenger authorizes Carrier to retain such data and to transmit them to its own offices, other carriers or the providers of such services, in whatever country they may be located.

Sec. 4. SEATING

Carrier does not guarantee to provide any particular seat in the aircraft and the Passenger agrees to accept any seat that may be allotted on the flight in the class of service for which the Ticket has been issued.

Sec. 5. SERVICE CHARGE WHEN SPACE NOT OCCUPIED

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

Sec. 6. RECONFIRMATION OF RESERVATIONS

Onward or return reservations for international travel are subject to the requirement that they be reconfirmed not later than seventy-two (72) hours before flight departure. Failure to comply with any such requirement may result in cancellation of any onward or return reservations. There is no reconfirmation requirement for Domestic Carriage.

Sec. 7. CANCELLATION OF ONWARD OR RETURN RESERVATIONS

If a Passenger does not use a reservation and fails to advise Carrier, Carrier may cancel or request cancellation of any onward or return reservations made or procured by the Carrier for the Passenger.

Sec. 8. NOTICE - OVERBOOKING OF FLIGHTS

Certain flights of Carrier may be overbooked. There is no absolute guarantee therefore that a seat will always be available on a flight for which a passenger has a confirmed reservation. When a flight is overbooked, Carrier's personnel shall ask for volunteers willing to give up their confirmed reservations in exchange for reward offered by carrier. In case there are not enough volunteers passengers denied boarding may be entitled to compensatory payment in accordance with these conditions.

ARTICLE 7
CHECK-IN

(a) Timely Arrival at Check-In

The Passenger shall arrive at Carrier's check-in location and boarding gate sufficiently in advance of flight departure to permit completion of any government formalities and departure procedures and in any event not later than the time that may be indicated by Carrier.

(b) Delayed Arrival at Boarding Gate

If the Passenger fails to arrive on time at Carrier's boarding gate, even if the Passenger has already checked-in for the flight, Carrier may cancel the space reserved for the Passenger and will not delay the flight. Carrier is not liable to the Passenger for loss or expense due to the Passenger's failure to comply with the provisions of this Article.

ARTICLE 8
REFUSAL AND LIMITATION OF CARRIAGE

Section 1. RIGHT TO REFUSE CARRIAGE

Carrier may refuse carriage or cancel the confirmed reservation of or may remove from any flight any Passenger or Passenger's Baggage for reasons of safety or if Carrier has reason to believe that:

- (a) such action is necessary in order to comply with any applicable laws, regulations, or orders of any state or country to be flown from, into or over, or
- (b) the conduct, age, or mental or physical state of the Passenger is such as to:
 - (1) require special assistance of Carrier during embarkation and/or disembarkation, or while on board the aircraft,
 - (2) cause discomfort or make himself or herself objectionable to other Passengers, or
 - (3) involve any hazard or risk to himself or herself or to other persons or to property, or
- (c) such action is necessary because the Passenger has failed or refused to observe the instructions of Carrier, or
- (d) the Passenger has refused to submit to a security check, or

- (e) the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between Carrier and the Passenger (or the person paying for the Ticket) have not been complied with, or
- (f) the Passenger appears to be improperly documented, or
- (g) the Ticket presented by the Passenger:
 - (1) has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its authorized agent, or
 - (2) is reported as lost or stolen, or
 - (3) is counterfeit, forged, or mutilated, or
 - (4) any Flight Coupon has been altered by anyone other than Carrier or its authorized agent, or
- (h) the person presenting the Ticket cannot prove when so required that he or she is the person named in the "Name of Passenger" box, or
- (i) the person is in the custody of law enforcement personnel unless the number of law enforcement escorts exceeds the number of persons in custody by at least one.

In the cases specified under (g) and (h) above, Carrier reserves the right to retain and confiscate the Ticket presented to Carrier. If a Ticket is confiscated, the person presenting the Ticket may request for an appropriate receipt.

Sec. 2. **LIMITATIONS ON CARRIAGE**

- (a) Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women or ailing persons is subject to prior arrangements with Carrier, in accordance with Carrier's Tariffs.
- (b) If the Carrier believes that the aircraft weight limitation or seating capacity would otherwise be exceeded, Carrier will decide in its reasonable discretion which persons or articles shall be carried.

Sec. 3. **MEDICAL CLEARANCE REQUIRED**

- (a) For the safety and convenience of the Passenger and to avoid hazard to the safety of the flight, other Passengers and crew, persons suffering from certain medical conditions, such as contagious diseases or life-threatening illnesses, and persons whose mental or physical condition is such as to involve hazard to himself/herself or to the safety of the flight, such as pregnant women or mentally ill persons are required to disclose such condition for proper medical clearance prior to air travel.
- (b) Medical Information Sheets listing most of such conditions are available at the offices of the Carrier.

- (c) Carrier reserves the right to refuse to board any person who is suffering from any such conditions and fails to disclose the same and/or cannot present a proper medical clearance for air travel.

Sec. 4. CONSEQUENCES OF REFUSAL OF CARRIAGE OR REMOVAL OF PASSENGER

Passengers on board Carrier's aircraft, whether on arrival at destination or an agreed stopping place, or when a flight is subject to delay or cancellation must disembark from the aircraft when required to do so by Carrier. Carrier may take any reasonable measures to remove a passenger who refuses to disembark when required to do so by Carrier and any such passenger shall on demand reimburse to Carrier any costs, losses or expenses incurred by Carrier as a consequence of such refusal to disembark.

If, for the reasons herein above enumerated, the Carrier has, in the exercise of its reasonable discretion, refused to carry a passenger, or removed such a passenger en route, then the Carrier may cancel the remaining unused portion of the ticket and the passenger will not be entitled to further carriage. The Carrier will not be liable for any consequential loss or damage alleged due to any such refusal to carry or removal en route.

Sec. 5. ATTENDANTS REQUIRED

For reasons of safety, Passengers in the following categories will be required to travel with an attendant:

- (a) A Passenger with a mobility impairment so severe that the individual is unable to assist in his/her own evacuation.
- (b) A Passenger with severe hearing and vision impairment who is unable to establish some means of communications to permit the Passenger to receive the Carrier's safety briefing;
- (c) A Passenger who is travelling on a stretcher or in an incubator or who requires administration of certain medical services during the flight (e.g. medical oxygen, respirator, intravenous injections, etc.) which he/she cannot administer on himself/herself.

ARTICLE 9 BAGGAGE

Section 1. ITEMS NOT ACCEPTABLE AS BAGGAGE

- (a) The Passenger shall not include in his or her Baggage:
 - (1) items which do not constitute Baggage as defined in Article 2 hereof and as stated hereunder;
 - (2) items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA), and in Carrier's tariffs;

- (3) items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over;
 - (4) live animals, except as provided in Section 10 of this Article.
 - (5) Items which in the opinion of the Carrier are unsuitable for carriage by reason of their weight, size or character.
- (b) Firearms and ammunitions are prohibited from carriage as Baggage. However, firearms and ammunitions for hunting and sporting purposes may be accepted as Checked Baggage provided that the Passenger presents them for inspection prior to commencement of carriage. Firearms must be loaded with the safety catch on and must be suitably packed and the Carrier may require them to be delivered to and remain in its custody until the Passenger's arrival at the airport of destination. Carriage of firearms and ammunitions is subject to state laws and to ICAO and IATA Dangerous Goods Regulations.
- (c) The Passenger shall not include in Checked Baggage, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.
- (d) Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage in accordance with Carrier's tariffs, but will not be permitted in the cabin.
- (e) If any items referred to in this Article Sub-sections (a), (b) or (c) above are carried, whether or not they are prohibited from carriage as Baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Conditions applicable to the carriage of Baggage.

Sec. 2. **RIGHT TO REFUSE CARRIAGE**

- (a) Carrier may refuse to carry as Baggage the items described in Section 1 of this Article which are prohibited from carriage as Baggage and may refuse further carriage of any such items on discovery thereof. The right of search of Carrier does not impose an obligation on Carrier, nor does the right of search, whether exercised or not, constitute an agreement, either express or implied by Carrier to allow carriage of items which would otherwise be precluded from carriage under sections 1 and 2 of this Article.
- (b) Unless advance arrangements for its carriage have been made with Carrier, Carrier may not carry on later flights Baggage which is in excess of the applicable free allowance.

Sec. 3. **CHECKED BAGGAGE**

- (a) Upon delivery to Carrier of Baggage to be checked, Carrier shall take custody thereof and issue a Baggage Identification Tag for each piece of Checked Baggage. The Baggage Identification Tag issued by the Carrier is not the Baggage Check and is for identification purposes only.

- (b) If Baggage has no name, initials or other personal identification, the Passenger shall affix such identification to the Baggage prior to acceptance delivery to Carrier.
- (c) Checked Baggage will be carried on the same flight as the Passenger unless Carrier decides that this is impracticable, in which case Carrier will carry the Checked Baggage on Carrier's next flight on which space is available or through other carriers.
- (d) Carrier may refuse to accept an item as Checked Baggage unless it is properly packed in a suitcase or other suitable container to ensure safe carriage with ordinary care in handling.
- (e) Carrier reserves the right to restrict the weight, size and character of Baggage according to capacity and accommodation of the particular aircraft.

Sec. 4. **FREE BAGGAGE ALLOWANCE**

Passengers may carry free of charge Baggage as specified in and subject to the conditions and limitations of Carrier's Tariffs.

Sec. 5. **EXCESS BAGGAGE**

A Passenger shall pay a charge for the carriage of Baggage in excess of the free baggage allowance at the rate and in the manner provided in Carrier's Tariffs. Baggage in excess of the free baggage allowance will be carried only at the discretion of the carrier subject to space and weight limitation.

Sec. 6. **EXCESS VALUE DECLARATION AND CHARGES**

- (a) A Passenger may declare a value for Checked Baggage in excess of the applicable liability limits in accordance with Carrier's Tariffs. If the Passenger makes such a declaration the Passenger shall pay the applicable charges. Carrier shall have the option to inspect the Checked Baggage to ascertain veracity of the declared value.
- (b) Carrier will refuse to accept an excess value declaration on Checked Baggage when a portion of the carriage is to be provided by another carrier which does not offer the facility.
- (c) Except as otherwise provided in Carrier's Tariffs, excess value charges shall be payable at the point of origin for the entire journey to final destination, provided that if at a stopover enroute Passenger declares a higher excess value than that originally declared, additional excess value charges for the increased value from such stopover to final destination shall be payable.

Sec. 7. **UNCHECKED BAGGAGE**

- (a) Baggage which the Passenger carries into the aircraft must fit under the seat in front of the Passenger or in an enclosed storage compartment in the cabin. Items determined by Carrier to be of excessive weight or size will not be permitted in the cabin and if suitable shall be transported as Checked Baggage.

- (b) Objects not suitable, in the opinion of the Carrier, for transport in the cargo compartment, such as but not limited to delicate musical instruments and the like, will only be accepted for transportation in the cabin compartment if due notice has been given in advance and permission granted by Carrier. The transport of such objects may be subject to separate charges.

Sec. 8. **COLLECTION AND DELIVERY OF BAGGAGE**

- (a) The Passenger shall collect his or her baggage as soon as it is available for collection at places of destination or stopover.
- (b) Only the bearer of the Baggage Check as well as the Baggage Identification Tag delivered to the Passenger at the time the Baggage was checked, is entitled to delivery of Baggage. Carrier is under no obligation to ascertain that the bearer of the Baggage Check is entitled to delivery of the Baggage and Carrier is not liable for any loss, damage, or expense arising out of or in connection with its failure to so ascertain. Failure to exhibit the Baggage Identification Tag shall not prevent delivery provided the Baggage Check is produced and the Baggage is identified by other means.
- (c) If a person claiming the Baggage is unable to produce the Baggage Check and identify the baggage by means of a Baggage Identification Tag, Carrier will deliver the Baggage to such person only on condition that he or she establishes to Carrier's satisfaction his or her right thereto, and if required by Carrier, such person shall furnish adequate security to indemnify Carrier for any loss, damage or expense which may be incurred by Carrier as a result of such delivery.
- (d) Acceptance of Baggage by the bearer of the Baggage Check without written complaint at the time of delivery is proof that the Baggage has been delivered in good condition and in accordance with the Contract of Carriage.

Sec. 9. **UNCLAIMED BAGGAGE**

Any Baggage which is unclaimed after being in the Carrier's possession for thirty (30) days shall be disposed of by Carrier in any manner it deems proper.

Sec. 10. **ANIMALS**

- (a) Animals, such as dogs, cats, household birds and other pets, when properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit will, with the advance agreement of Carrier, be accepted for carriage as Checked Baggage, subject to Carrier's Tariffs.
- (b) If accepted, the animal, together with its container and food carried, shall not be included in the free baggage allowance of the Passenger but constitute excess baggage, for which the Passenger shall pay the applicable rate. Animals shall not be carried in the Passenger cabin.
- (c) Guide dogs accompanying sight/hearing impaired Passengers together with containers and food, will be carried subject to Carrier's Tariffs.

- (d) Acceptance for carriage of animals is subject to the condition that the Passenger assumes full responsibility for such animal. Carrier shall not be liable for any injury to or loss, delay, sickness or death of such animal in the event that it is refused entry into or passage through any country, state or territory.

Sec. 11. **PLANTS**

Plants, flowers, fruits, cuttings or other plant products may be carried subject to Carrier's Tariffs and other pertinent governmental and airport requirements.

Sec. 12. **FRAGILE AND PERISHABLE ITEMS**

Fragile and perishable items will be refused carriage if packaging is not acceptable to Carrier unless the Passenger executes an undertaking releasing Carrier from liability for damage, loss or spoilage of such items.

Sec. 13. **ITEMS REMOVED BY AIRPORT SECURITY PERSONNEL**

Carrier will not be responsible for, nor have any liability in respect of items removed from Passengers or their Baggage by airport security personnel.

ARTICLE 10 **SCHEDULES, CANCELLATION OF FLIGHTS**

Section 1. **SCHEDULES**

- (a) Carrier undertakes to use its best efforts to carry the Passenger and his or her Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. However, no particular time is fixed for the commencement or completion of carriage and times shown in the ticket, time tables or elsewhere are approximate and not guaranteed, and do not form part of the Contract of Carriage. Schedules are subject to change without notice, and Carrier assumes no responsibility for making connections.
- (b) Carrier may, without notice, substitute alternative carriers or aircraft.

Sec. 2. **CANCELLATION, CHANGES OF SCHEDULE, ETC.**

If due to circumstances beyond its control Carrier cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a Passenger's stopover or destination point, or causes the Passenger to miss a connecting flight on which the Passenger holds a confirmed reservation, Carrier shall not be liable for any indirect, special or consequential loss, expense or damage. However, it may either:

- (a) carry the Passenger on another of its scheduled Passenger services on which space is available, or

- (b) reroute the Passenger to the destination indicated on the Ticket or applicable portion thereof by its own scheduled services or the scheduled services of another carrier, or by means of surface transportation. If the sum of the fare, excess baggage charge and any applicable service charge for the revised routing is higher than the refund value of the Ticket or applicable portion thereof, Carrier shall require no additional fare or charge from the Passenger, and shall refund the difference if the fare and charges for the revised routing are lower, or
- (c) make a refund in accordance with the provisions of Article 11 and shall be under no further liability to the Passenger.

ARTICLE 11 **REFUNDS**

Section 1. **GENERAL**

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

Sec. 2. **PERSON TO WHOM REFUND WILL BE MADE**

- (a) Except as hereinafter provided in this Article, refund shall be made either to the person named in the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory proof of entitlement to the refund.
- (b) If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and Carrier has so indicated on the Ticket that there is a restriction on refund, Carrier shall make a refund only to that person paying for the Ticket or to that person's order.
- (c) Except in the case of lost international Tickets, refunds will only be made on surrender to Carrier of the Passenger Coupon and surrender of all unused Flight Coupons.
- (d) A refund made to anyone presenting the Passenger Coupon or Passenger receipt and all unused Flight Coupons and holding himself or herself out as a person to whom refund may be made in terms of (a) or (b) above shall be deemed a proper refund and shall discharge Carrier from liability and any further claim for refund.

Sec. 3. **INVOLUNTARY REFUNDS**

If Carrier cancels a flight, or fails to operate a flight reasonably according to schedule, or fails to stop at a point to which the Passenger is destined or ticketed to stop over, or is unable to provide previously confirmed space or causes the Passenger to miss a connecting flight on which the Passenger holds a confirmed reservation, or refuses carriage to a Passenger in accordance with these conditions, the amount of the refund shall be:

- (a) if no portion of the Ticket has been used, an amount equal to the fare paid;
- (b) if a portion of the Ticket has been used, the refund will be the difference between the fare paid and the applicable fare for the transportation used.

Sec. 4. **VOLUNTARY REFUNDS**

If the Passenger wishes a refund of his or her Ticket for reasons other than those set out in Section 3 of this Article, the amount of the refund shall be:

- (a) if no portion of the Ticket has been used, an amount equal to the fare paid, less any applicable service charges or cancellation fees;
- (b) if a portion of the Ticket has been used, the refund will be the difference between the fare paid and the applicable fare for the transportation used, less any applicable service charges or cancellation fees.

Sec. 5. **REFUND ON LOST TICKET**

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

- (a) that the lost Ticket, or portion thereof, has not been used, previously refunded or replaced;
- (b) that the person to whom the refund is made undertakes, in such form as may be prescribed by Carrier, to repay to Carrier the amount refunded in the event and to the extent that the lost Ticket or portion thereof is used by any person or that refund thereof is made to any person in possession of the Ticket.
- (c) lost Domestic Tickets will not be refunded nor replaced.

Sec. 6. **RIGHT TO REFUSE REFUND**

- (a) Carrier may refuse refund when application therefor is made thirty (30) days after the expiry of the validity of the Ticket.
- (b) Carrier may refuse refund on a Ticket which has been presented to Carrier or other carriers or to government officials of a country as evidence of intention to depart therefrom, unless the Passenger establishes to the Carrier's satisfaction that he or she has permission to remain in the country or that he or she will depart therefrom by another carrier or another means of transport.

Sec. 7. **CURRENCY**

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

Sec. 8. BY WHOM TICKET REFUNDABLE

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

ARTICLE 12
CONDUCT ABOARD AIRCRAFT

Section 1. OBJECTIONABLE CONDUCT

If the Passenger conducts himself or herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other Passengers may reasonably object, Carrier may take such measures as it deems reasonably necessary to prevent continuation of such conduct, including restraint or offloading of the Passenger.

Sec. 2. USE OF ELECTRONIC DEVICES

The Passenger may not operate aboard the aircraft portable radios, televisions, telephones, or transmitting devices, including radio-controlled toys and walkie-talkies. The Passenger shall not operate any other electronic devices on board without Carrier's permission, except that portable recorders, hearing aids, electric shavers, hand calculators, heart pacemakers and such other similar electronic devices, which Carriers may expressly allow, may be used at any time except during take-offs and landings. Visible fluid lighters may not be used on board the aircraft.

ARTICLE 13
ARRANGEMENTS BY CARRIER

Section 1. NO LIABILITY FOR ADDITIONAL SERVICES

If in the course of concluding the Contract of Carriage by air, Carrier also agrees to make arrangements for the provision of additional services such as hotel accommodations, excursion trips and the like, Carrier does so only as agent of the Passenger and shall have no liability to the Passenger for any loss, damage or expense of any nature whatsoever incurred by the Passenger as a result of or in connection with the use by the Passenger of such arrangements or the denial of the use thereof to the Passenger by any other person, company or agency.

Sec. 2. NO MEALS AND ACCOMMODATION AFTER CANCELLATION

In case of cancellation of flight due to circumstances beyond the control of Carrier, Carrier is under no obligation to provide meals, lodging and accommodations to Passengers who are unable to continue with their journey by reason of such cancellation.

ARTICLE 14
ADMINISTRATIVE FORMALITIES

Section 1. GENERAL

- (a) The Passenger shall be solely responsible for complying:
 - (1) with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and
 - (2) with Carrier's Tariffs and instructions.
- (b) Carrier shall not be liable for any aid or information given by any agent or employee of Carrier to any Passenger:
 - (1) in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise; or
 - (2) for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

Sec. 2. TRAVEL DOCUMENTS

- (a) The Passenger shall present all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned.
- (b) Carrier reserves the right to refuse carriage of any Passenger who has not complied with applicable laws, regulations, orders, demands or requirements or when Carrier has reason to believe that the travel documents of the Passenger are not in order.

Sec. 3. REFUSAL OF ENTRY

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

Sec. 4. PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

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

Sec. 5. CUSTOMS INSPECTION

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

Sec. 6. SECURITY INSPECTION

The Passenger shall submit to any security checks by government or airport officials.

ARTICLE 15
SUCCESSIVE CARRIERS

Carriage in international transportation to be performed by several successive carriers under one Ticket, or under a Ticket and any Conjunction Ticket issued in connection therewith, is regarded by the Carrier as a single operation.

ARTICLE 16
LIMITS OF LIABILITY IN INTERNATIONAL CARRIAGE

Section 1. APPLICABILITY OF CONVENTION RULES AND LIMITS

International carriage hereunder is subject to the rules and limitations relating to liability established by the Convention unless the carriage is not international carriage as defined in the Convention.

Sec. 2. SPECIAL AGREEMENT

- (a) Carrier shall avail itself of the limitation of liability provided in the Convention. However, in accordance with Article 22 (1) of the Convention, Carrier and certain other carriers have agreed under the 1966 Montreal Inter-Carrier Agreement that as to all International Carriage by such Carriers to which the Convention applies and which according to the Contract of Carriage includes a point in the United States of America as a point of origin, a point of destination or agreed stopping place:

- (1) the limit of liability for each Passenger for death, wounding or other bodily injury shall be the sum of US\$75,000.00 inclusive of legal fees and costs except that, in the case of a claim brought in a state where provision is made for a separate award for legal fees and costs, the limit shall be the sum of US\$58,000.00 exclusive of legal fees and costs;
 - (2) such carriers shall not, with respect to any claim arising out of the death, wounding or other bodily injury of a Passenger, avail themselves of any defense under Article 20(1) of the Convention.
- (b) Nothing in the said Agreement shall be deemed to affect the rights and liabilities of such carriers with regard to any claim brought by, on behalf of, or in respect of, any person who has wilfully caused damage which resulted in death, wounding, or other bodily injury of a Passenger.
 - (c) It is understood that each of such carriers has entered into the said Agreement solely on its own behalf and with respect to carriage performed by it and has not thereby imposed any liability on any other carrier with respect to the portion of the carriage performed by such other carrier or assumed any liability with respect to the portion of the carriage performed by such other carrier.
 - (d) Pursuant to Article 22 but subject to the provisions of Article 20 of the Warsaw Convention, Carrier agrees to apply US\$75,000.00 or its equivalent, inclusive of legal fees and costs, as the limit of liability for Passengers death, wounding or bodily injury, for all International Carriage performed by Carrier, including carriage which is not International Carriage as defined in the Convention, for a journey which is not to, from or with an agreed stopping place in the United States of America.

ARTICLE 17
TIME LIMITATION ON CLAIMS AND ACTIONS
INVOLVING INTERNATIONAL CARRIAGE

Section 1. NOTICE OF CLAIMS

No action shall prosper in the case of damage to Checked Baggage involving international carriage unless the person entitled to delivery complains to the Carrier forthwith after the discovery of the damage, and at the latest, within seven (7) days from the date of receipt; and in the case of delay, unless the complaint is made at the latest within twenty-one (21) days from the date on which the Baggage has been placed at his or her disposal, and in case of loss unless the complaint is made at the latest within twenty-one (21) days from the date of receipt of the notice of loss issued by the Carrier. Every complaint must be made in writing and dispatched within the times aforesaid. The method of calculating the period of limitation shall be determined by the law of the court having jurisdiction.

Sec. 2. **LIMITATION OF ACTIONS**

Any right to damages involving international carriage shall be extinguished if no action is brought within two (2) years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

ARTICLE 18 **LIMITS OF LIABILITY IN DOMESTIC CARRIAGE**

Section 1. **DOMESTIC CARRIAGE OF PERSONS**

In the Domestic Carriage of persons, the liability of Carrier for death or injury of persons (including loss of earning capacity) attributable solely to the act, omission or negligence of Carrier and not due to any cause beyond the control of Carrier, shall not exceed the sum of Two Hundred Fifty Thousand Pesos (PHP250,000.00) Philippine Currency per passenger.

Sec. 2. **DOMESTIC CARRIAGE OF CHECKED BAGGAGE**

In the Domestic Carriage of Checked Baggage, the liability of the Carrier for loss, damage or delay of the Checked Baggage or of any object contained therein, attributable solely to the act, omission or negligence of the Carrier and not by any cause beyond its control, is limited to the sum of Forty Pesos (PHP40.00), Philippine Currency, per kilogram, unless the Passenger has declared a higher value at the time the Checked Baggage was handed over to the Carrier and has paid a supplementary sum therefor in accordance with Carrier's Tariffs.

Sec. 3. **DOMESTIC CARRIAGE OF UNCHECKED BAGGAGE**

In the case of Baggage or objects which the Passenger takes charge himself in domestic carriage, the liability of the Carrier for loss, damage or delay, in case such loss, damage or delay was caused by the act or negligence of the Carrier and not by any cause beyond its control, is limited to Four Hundred Pesos (PHP400.00), Philippine Currency, per Passenger.

ARTICLE 19 **TIME LIMITATION ON CLAIMS AND** **ACTIONS INVOLVING DOMESTIC CARRIAGE**

Section 1. **NOTICE OF CLAIMS**

No action shall prosper in the case of damage to Checked Baggage involving domestic carriage unless the person entitled to delivery complains to the Carrier forthwith after the discovery of the damage, and at the latest, within seven (7) days from the date of receipt; and in the case of delay unless the complaint is made at the latest within seven (7) days from the date on which the Baggage has been placed at his or her disposal and in case of loss unless the complaint is made at the latest within twenty one (21) days from the date of receipt of the notice of loss issued by the Carrier. Every complaint must be made in writing and dispatched within the times aforesaid.

Sec. 2. **LIMITATION OF ACTIONS**

Any right to damages involving domestic carriage shall be extinguished if no action is brought within two (2) years reckoned from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

ARTICLE 20 **GENERAL PROVISIONS ON LIMITATION OF LIABILITY**

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

- (a) Carrier is liable only for damage occurring on its own line or air services. A Carrier issuing a Ticket or Baggage Check over the lines or air services of another carrier does so only as agent for such other carrier and assumes no responsibility for the acts or omissions of such other carrier. Nevertheless, with respect to Checked Baggage the Passenger shall have a right of action against the first or last carrier.
- (b) Carrier is not liable for damage to Unchecked Baggage unless such damage is caused by the negligence of Carrier. If there has been contributory negligence on the part of the Passenger, Carrier's liability shall be subject to the applicable law relating to contributory negligence.
- (c) Carrier is not liable for damage arising from its compliance with any laws or government regulations, orders or requirements, or from failure of the Passenger to comply with the same.
- (d) If in accordance with applicable law different limits of liability are applicable such different limits shall apply. If the weight of the Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free baggage allowance for the class of service concerned. If in the case of Checked Baggage a higher value is declared pursuant to Article 9, Sec. 6, the liability of Carrier shall be limited to such higher declared value.
- (e) Carrier's liability shall not exceed the amount of proven damages. Carrier shall furthermore not be liable for indirect or consequential damages.
- (f) Carrier is not liable for injury to a Passenger or for damage to a Passenger's Baggage caused by property contained in such Passenger's Baggage. Any Passenger whose property causes injury to another person or damage to another person's property or to the property of Carrier shall indemnify Carrier for all losses and expenses incurred by Carrier as a result thereof.
- (g) Carrier is not liable for loss or damage to fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities, or other valuables, business documents, passports and other identification documents or samples. Carriage of the foregoing shall be allowed only under special arrangements with carrier.
- (h) If a Passenger is carried whose age or mental, medical or physical condition is such as to involve any hazard or risk to himself or herself, Carrier shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition. Carrier is not liable for any

consequence resulting solely from the state of health of the Passenger.

- (i) Any exclusion or limitation of liability of Carrier shall apply to and be for the benefit of agents, employees and representatives of Carrier and any person or company whose aircraft is used by Carrier and such person's or company's agents, employees and representatives. The aggregate amount recoverable from Carrier and from such agents, employees, representatives and person or company shall not exceed the amount of Carrier's limit of liability.
- (j) Unless so expressly provided nothing herein contained shall waive any exclusion or limitation of liability of Carrier under the Convention or applicable laws.

ARTICLE 21

DENIED BOARDING COMPENSATION

Section 1. AMOUNT OF DENIED BOARDING COMPENSATION

- (a) Subject to the exceptions provided hereinafter under Section 2, Carrier shall pay to Passengers holding confirmed reservation and who have presented themselves for carriage at the proper time and place and fully complied with Carrier's check-in and reconfirmation procedures and who are acceptable for carriage under the Carrier's Tariffs, but who have been denied boarding for unavailability of space, a compensation equivalent to the full value of the first remaining flight coupon plus the amount of One Hundred Fifty Pesos (PHP150.00), Philippine Currency for domestic flights and for passengers on international flights, the full value of the first remaining flight coupon but not to exceed One Thousand Five Hundred Pesos (PHP1,500.00) or its equivalent in foreign currency, plus Five Hundred Pesos (PHP500.00) or its equivalent in foreign currency. Where other amounts are prescribed by the government authorities of the country where boarding is denied by the Carrier as understood herein such other amounts shall apply.
- (b) The compensation for denied boarding due to unavailability of space shall constitute liquidated damages for damages incurred by the Passenger.
- (c) The Passenger shall, in addition to the liquidated damages, have priority of booking for the next available flight using the same Ticket for which he was denied boarding provided, however, that, incapacitated Passengers, the elderly and unaccompanied minors shall have priority over other Passengers.

Sec. 2. EXCEPTIONS OF ELIGIBILITY

A Passenger shall not be eligible for denied boarding compensation if:

- (a) the flight for which the Passenger holds confirmed reservations is unable to accommodate him because of: (1) government requisition of space; or (2) substitution of equipment of lesser capacity when required by operational and/or safety reasons and/or other causes beyond the control of the Carrier;

- (b) the flight is cancelled due to operational and/or safety reasons, *force majeure*, weather, strikes, or other causes beyond the control of the Carrier; or
- (c) the Carrier arranges for comparable air transportation or for other transportation which, at the time such arrangement is made, is scheduled to arrive at the place of the Passenger's next stop-over, or place of his destination not later than three hours from the scheduled arrival time on the flight where he holds a confirmed reservation.

ARTICLE 22
MODIFICATION AND WAIVER

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

ARTICLE 23
TOPIC HEADINGS

Topic Headings are for ease of reference only and are not part of these Conditions of Carriage.

-o0o-