

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

Frankfurt, September 2020

Article 1: Definition of Terms	2
Article 2: Area of Application	4
Article 3: Tickets.....	5
Article 4: Fares, Surcharges, Taxes, Fees and Charges.....	8
Article 5: Reservations	9
Article 6: Check-in and Boarding.....	11
Article 7: Limitations and Refusal of Carriage.....	11
Article 8: Baggage and Excess Baggage.....	13
Article 9: Timetables, Delays and Flight Cancellations.....	17
Article 10: Refunds.....	17
Article 11: Behaviour on Board	19
Article 12: Additional Benefits	20
Article 13: Administrative Formalities	20
Article 14: Liability for Loss or Damage.....	21
Article 15: Time Limitations for Claims and Actions	24
Article 16: Miscellaneous Policies	24
Article 17: Consumer Conciliation Board	24
Article 18: Headings	25

Article 1: Definition of Terms

Unless the wording or the context requires a different interpretation, the following expressions have the meaning assigned to them below:

We

refers to the Deutsche Lufthansa Aktiengesellschaft

You

refers to any person in possession of a ticket who is to be carried (see also the definition of "Passenger")

Conjunction Ticket

is a ticket issued for the passenger in combination with another ticket with both tickets together constituting a single contract of carriage.

Code Share

is air carriage operated by a different carrier to the one referred to on the ticket.

If you want to travel on a flight operated by one of our Code Share partners, please read Article 2.3., which explains any deviations from these Conditions of Carriage that you may have to observe with Code Share flights.

Electronic Coupon

is an electronic flight coupon or an equivalent value document saved in our booking system.

Electronic Ticket

is a ticket saved in our booking system, either by us or on our behalf, verifiable with the "Itinerary Receipt" issued to the passenger.

Flight Coupon

is the portion of the ticket bearing the words "Good for passage""", or, in the case of an electronic ticket, the electronic coupon, which shows the specific places between which the coupon entitles you to travel.

Passenger

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

Passenger Coupon or Passenger Receipt

is the portion of a ticket, issued by us or on our behalf, which is marked accordingly and which is retained by the passenger.

Fare

is the payment charged for transporting the passenger on a specified route approved by or made known to the competent aeronautical authorities when prescribed by law.

Ticket

is a document for the carrier issued by us or on our behalf marked as a "ticket and baggage receipt"

or as an "electronic ticket"; the Conditions of Contract and notices, as well as the flight and passenger coupons contained within it, are components of the ticket.

Stopover

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

Baggage

all items that are intended for your own use. Unless otherwise specified, this term includes both the passenger's checked and unchecked baggage.

Checked baggage

is baggage that we take custody of and for which we issue a baggage receipt.

Unchecked baggage

is your baggage excluding your checked baggage.

Baggage Identification Tag

is a document issued by us solely for the identification of checked baggage. The tag portion (strap) is attached by us to the item of checked baggage and the identification portion given to you.

Baggage Voucher, Baggage Receipt

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

Force Majeure

refers to unusual and unforeseeable circumstances beyond our control, which could not have been avoided even if all due care had been taken.

Itinerary Receipt

is the travel document that we give to you when you travel with an electronic ticket, which contains your name, as well as your flight information and notices. This document remains in your keeping and must be carried during the entire trip.

Carrier

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

Check-in Deadline

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

Damage

includes death, bodily injury, loss due to delays, loss or other damages of any kind arising from or in connection with carriage on flights or any other service provided by the carrier.

SDR

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

Days

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

Tariffs

are the published airfares and surcharges, including the related conditions of application for a tariff (airfare), which have been approved or filed, when required, with the appropriate authorities.

If you want to travel on a flight operated by one of our Code Share partners, please read Article 2.3., which explains any deviations from these Conditions of Carriage that you may have to observe with Code Share flights.

Convention

refers to whichever one of the following statutory regulations applies:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air signed in Warsaw on 12 October 1929;
- The Warsaw Convention as amended on 28 September 1955;
- The Warsaw Convention as amended by the Additional Protocol No. 1 of Montreal (1975);
- The Warsaw Convention as amended in The Hague Protocol and by the Additional Protocol No. 2 of Montreal (1975);
- The Guadalajara Supplementary Convention (1961);
- The Convention for the Unification of Certain Rules for International Carriage by Air signed in Montreal on 28 May 1999 (referred to below as the Montreal Convention).

Agreed Stopover Places

Within the meaning of the Convention and the Conditions of Carriage, these are places stated on the ticket or timetable of the carrier as scheduled landing points on the passenger's itinerary, with the exception of the places of departure and destination.

Conditions of Contract

are the conditions, which are described as such and recorded on your ticket or "itinerary receipt" and which include these Conditions of Carriage in the contract of carriage.

Article 2: Area of Application

General

2.1. These Conditions of Carriage are the Conditions of Carriage referred to on the ticket. Subject to the provisions in Articles 2.2., 2.4. and 2.5., these Conditions of Carriage apply only to flights where our Airline Designator Code (LH) is entered in the carrier box of the ticket.

Charter

2.2. If carriage is performed in the context of a charter agreement, these Conditions of Carriage apply only to the extent that they are incorporated, by reference or otherwise, in the charter agreement or on the ticket.

Code Share

2.3. We have agreements with other airlines known as "Code Shares". This means that another airline may operate a flight even when Lufthansa (LH) is indicated as the carrier in the carrier box of the ticket. In the event of a Code Share flight, Lufthansa will advise you of the carrier operating the flight when you make your booking.

For Code Share services on flights operated by another carrier, these Conditions of Carriage shall apply. However, Code Share partners may possibly have conditions that apply to the operation of their own flights, which may differ from Lufthansa's Conditions of Carriage for flights operated by Lufthansa. These Conditions of Carriage stipulated by other Code Share partners are, for this reason, included in the present Conditions of Carriage, thus forming part of the Contract of Carriage.

You should read through the conditions for flights operated by another carrier in the context of a Code Share agreement and familiarise yourself with, for example, check-in times, requirements and policies regarding the carriage of unaccompanied minors, carriage of animals, refusal of carriage, oxygen devices, operational irregularities, denied-boarding compensation and baggage allowance/acceptance, etc.

Information about Lufthansa's Code Share partners is available on our website [lufthansa.com](https://www.lufthansa.com).

Overriding Law

2.4. In the event that any of the conditions included or referenced in these Conditions of Carriage are inconsistent with our own tariffs or with applicable laws, such tariffs or laws take precedence. If any individual provisions of these Conditions of Carriage are invalid under applicable law, the other provisions shall nevertheless remain valid.

Conditions Prevail over Regulations

2.5. Except otherwise specified in these Conditions of Carriage, they take precedence over any other regulations of Deutsche Lufthansa AG that cover the same subject.

Article 3: Tickets

General

3.1.

3.1.1. We will provide carriage only to the passenger named on the ticket and only upon presentation of a valid ticket or, in the case of an electronic booking, of a valid ETIX transmission in the booking system, which includes the flight coupon for the flight in question, all consecutive flight coupons and the passenger coupon. We reserve the right to verify your identity.

3.1.2. Tickets are not transferable.

3.1.3. Refunds for tickets issued at a discounted fare may be limited. For detailed terms and conditions, please refer to the respective fare conditions. Please choose the airfare that is best suited to your requirements. It may be advisable to take out travel cancellation insurance.

3.1.4. If you have a discounted ticket, as described in 3.1.3. above, and you are prevented from travelling due to force majeure, we will refund you the part of the airfare which, as a general rule, is non-refundable, provided that you have promptly advised us about and furnished evidence of such force majeure, and provided that the ticket has not yet been used. We are entitled to deduct an administration fee, which will be published at a time.

3.1.5. The ticket is and remains at all times the property of the issuing carrier. The ticket constitutes evidence of the contract of carriage between us and the passenger. The Conditions of Contract contained in the ticket are a summary of the provisions of these Conditions of Carriage.

Ticket as a Requirement for Carriage

3.1.6. Unless you are travelling with an electronic ticket, you are only entitled to travel on a flight upon presentation of a valid ticket issued with your name on, as the passenger, and containing the flight coupon for the flight in question and all other unused flight coupons, as well as the passenger coupon. You have no entitlement to travel if the ticket presented is significantly damaged or has been subsequently altered unless we have made the alteration ourselves. If you are flying with an electronic ticket, you are entitled to carriage only when you can provide adequate identification that you are the passenger and when a valid electronic ticket has been duly issued in your name as the passenger.

Loss of Ticket or Customer Card

3.1.7 (a) In the event of loss or significant damage of a ticket or a part of it, or if you fail to present this ticket along with the passenger coupon and all unused flight coupons contained within it, we will replace the ticket or part of it at your request, if you can prove that the ticket valid for the flight(s) in question was properly issued. We may require the payment of an appropriate service fee to do so. You will not be obliged to pay the airfare a second time. However, we may require you, in the form of our choosing, to reimburse us for the fare of the replacement ticket if and to the extent which the lost ticket or flight coupon is used by a third party for the purpose of carriage or a refund. We will not claim reimbursement from you for any such losses which result from our own negligence.

3.1.7. (b) Where such evidence is not available or if you refuse to sign such an undertaking, the airline issuing the replacement ticket may require payment up to the full airfare. Said airfare will be refunded if the company who issued the original ticket is satisfied that the lost or damaged ticket has not been used for travel before the expiration of its validity. If you find the original ticket and it reaches the company who issued the ticket before expiration of its validity, the replacement ticket will be immediately refunded.

Duty of Care

3.1.8. Tickets are valuable. It is your responsibility to keep them safe and to take whatever measures may be necessary to protect them from loss or theft.

Period of Validity

3.2.

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

3.2.1.1. (a) one year from the date of issue; or

3.2.1.1. (b) one year from the date of first travel provided that this occurs within one year after the date of the ticket issuance.

3.2.2. If you are prevented from travelling within the period of validity of the ticket because we are unable to confirm a reservation, the validity period of this ticket will be extended to the first possible date upon which we can confirm your reservation, or you will be entitled to a refund in accordance with Article 10.

Extending the Validity

3.2.3. If after having commenced your journey, you are prevented from travelling within the validity period of the ticket due to illness, we can extend the validity period of your ticket until such a time that your health permits you to continue your journey. This extension will continue until the date on which you are fit to travel, as confirmed by a medical certificate, or, once your fitness to travel has been confirmed by us, until the date on which we are able to offer you the next available flight on this route in the travel class booked. Your illness must be verified by a medical certificate. If the as-of-yet-incomplete parts of the flight route listed on the ticket involve itineraries with one or more stopovers, the validity may be extended for up to three months from the date shown on the fitness-to-travel certificate. In such circumstances, we will similarly extend the period of validity of tickets belonging to any members of your immediate family accompanying you.

3.2.4. In the event of death of a passenger en route, the tickets of persons accompanying the passenger may be modified by waiving the minimum stay or by extending the validity of their tickets. In the event of a death in the immediate family of a passenger who has commenced travel, the validity period of the tickets of the immediate family accompanying the passenger may likewise be modified. Any such extension shall be made upon receipt of a valid death certificate and shall not be for a period longer than forty-five (45) days from the date of death.

Changes Requested by Passenger

3.3

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

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

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

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

This Article 3.3.3. does not apply to the carriage of passengers resident in Austria.

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

If you have chosen a tariff that requires observance of a fixed ticket sequence, please note: if carriage is not used on all individual legs or not used in the sequence specified on the ticket with otherwise unchanged travel data, we will recalculate the airfare according to your altered routing. This does not apply if you are prevented by force majeure, illness or other reasons beyond your control from flying all of the individual flight segments or flying them in the sequence specified on the ticket as long as you inform us of these reasons as soon as you are aware of them and are able to offer proof. In the event of a recalculation, the determined price will be based on the fare you would have had to pay for your actual routing in your price group on the day of your booking. This fare may be higher or lower than the fare you originally paid.

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

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

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

Name and Address of Carrier

3.4. Our name may be abbreviated on the ticket to our Airline Designator Code, or otherwise. Our address may also be deemed to be the airport of departure, shown opposite to the first abbreviation of our name on the ticket.

Article 4: Fares, Surcharges, Taxes, Fees and Charges

Fares

4.1. The fare to be paid covers the cost of transporting you from the airport at the actual place of departure to the airport at the actual final destination. It is calculated in accordance with the tariff applicable on the day you booked your ticket for the flight dates and itinerary shown on your ticket. Your fare does not include payment of ground transport services between airports or between airports and city centres. The fare may include surcharges levied by the airline.

Taxes, Fees and Charges

4.2. All applicable taxes, fees and other charges imposed by the state or local government or by

another authority, or by the operator of an airport with regard to the passenger or services provided to the passenger, shall be paid by you in addition to the airfare. When you buy your ticket, you will be informed of such taxes, fees and other charges that are not included in the airfare. These are usually also shown additionally on your ticket.

Currency

4.3. Subject to any other provisions under applicable law, fares are payable in any currency acceptable to us. When payment is made in the country of departure in a currency other than the currency in which the fare is published, the exchange rate for such a payment will be the banker's buying rate set by us on the day the ticket is issued.

Article 5: Reservations

Reservation Requirements

5.1.

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

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

5.1.3. Certain tariffs are subject to conditions which limit your right to change or cancel reservations. For the detailed terms and conditions, please refer to the respective fare conditions.

Ticketing Time Limits

5.2. If you have not paid for the fare by the ticketing time limit agreed with us or the issuing travel agency, we may cancel your flight booking.

Personal Data

5.3.1. You accept that you have provided your personal data to us for the following purposes: making a flight booking, purchasing a ticket, obtaining additional services, development and provision of services, facilitating immigration and entry procedures, as well as conveying these data associated to the organisation of your journey to government agencies. You authorise us to transmit this information to our own offices, the ticketing travel agency, government agencies, other airlines or to any other provider of the above-mentioned services solely for the purposes stated above.

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

Advance seat reservation

5.4.

5.4.1. On some Lufthansa flights, advance seat reservation is available to you. In the context of this service, you can choose – if available – a specific seating category (aisle, window or middle seat, a seat with more legroom, a seat in a preferred zone). Advance seat selection (chargeable) is not obligatory.

When you reserve a seat for a flight which is operated by an airline other than the one with which you booked your flight, what is known as a code-sharing agreement, please note that this results in closing of a separate contract between you as the passenger and the operating airline. This contract is legally independent of your existing flight booking. Advance seat reservations on code-sharing flights operated by Lufthansa can only be booked online for intercontinental flights. If you wish to make an advance seat reservation on a continental flight operated by Lufthansa under another airlines' marketing flight number, please contact the Lufthansa Service Centre.

5.4.2. You can, in any case, request a specific seat when you check in. Whenever you use the "automated check-in" service, you are given the option at the end of the process to select a seat other than the one allocated to you, provided that other seats to choose from are still available. We do our utmost to accommodate your wishes, but we cannot guarantee a specific seat.

5.4.3. We reserve the right to assign or reassign seats at any time, even after boarding the aircraft. This may be necessary for operational, safety or security reasons. If you have paid for an advance seat reservation and your flight is cancelled or if the seat is reallocated to another seat category for safety or operational reasons, we will reimburse you the cost of the seat category. You will not be reimbursed if you do not take the flight of your own volition, rebook to another travel class or if you have given incorrect information about your suitability to use a seat by the emergency exit.

Reconfirmation of Reservations

5.5.

5.5.1. Generally, we do not require reconfirmation for Lufthansa flights. If other carriers require the passenger to reconfirm onward or return reservations, failure to comply with any such requirement will entitle the carriers to cancel the onward or return reservation.

5.5.2. You should check the requirements for the reconfirmation of bookings of any other carriers involved in your journey. When reconfirmation is required, you must reconfirm with the carrier whose Airline Designator Code appears for the flight in question in the carrier box on the ticket.

Cancellation of onward flight and return flight reservations by the carrier, service charge when seat is not occupied

5.6. A service charge may be applied to any passenger who:

5.6.1. fails to arrive for departure at the airport or any other point of departure by the time we have specified (or if no time has actually been specified, with insufficient time to permit completion of official formalities and departure procedures) and, as a consequence, does not use the seat for which a reservation has been made, or

5.6.2. appears without the necessary documents, is consequently not ready for travel, and, for this reason, does not use the seat for which a reservation has been made, or

5.6.3. cancels their reservation after the time specified by the carrier. The service charge will not be applied if you have cancelled your reservation due to a delayed flight, a cancellation, an omission of a scheduled stop, or failure to provide a seat on the flight in question, or if you have failed to arrive in time for departure for one of these reasons.

Article 6: Check-in and Boarding

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

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

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

6.4. We accept no liability for any damages or expenses incurred solely by your failure to comply with these conditions or the conditions of our partners (Code Share, Interlining, Charter).

Article 7: Limitations and Refusal of Carriage

Right to Refuse Carriage

7.1. We may, if we deemed it appropriate, refuse to carry you or continue to carry you if we have informed you in writing before your reservation that we will no longer carry you on our flights from the time of our written notification. This may happen if you have contravened the rules of conduct set out in Articles 7 and 11 on a previous flight and your carriage has consequently become unacceptable. Furthermore, we may also refuse to carry you or continue to carry you or cancel your seat reservation if

7.1.1. this measure is necessary for reasons of safety and security or order or to prevent any violation of applicable laws, regulations or orders of any state to be flown from or to or over; or

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

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

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

7.1.5. you have refused a security check; or

7.1.6. you have failed to pay the applicable airfare, taxes, fees or surcharges; or

7.1.7. you are not in possession of a valid travel document; you wish to enter a country for which you are only entitled as a transit passenger or for which you do not possess valid immigration documents; you destroy your travel documents during the flight; or you refuse to give your travel documents to a member of the crew against a receipt when asked to do so; or

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

7.1.9. you refuse to pay the difference in price due (addition charge) in accordance with 3.3.1 or present a ticket that has been issued by a party other than ourselves or a travel agency entitled to issue tickets or that has been badly damaged; or

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

7.1.11. you disregard the smoking ban when boarding and on board all of our aircraft and the prohibition of the use of electronic devices on board.

Should we or one of our partners (Code Share, Interlining, Charter) refuse you carriage due to one of the reasons listed above, any claim to carriage or compensation shall be excluded.

Special Assistance

7.2.

7.2.1. If you are a passenger with a disability or illness or if you require any special assistance, you must inform us in advance. Passengers who have informed us of their special needs when purchasing their ticket and who have been accepted for carriage will not be refused carriage on the grounds of their need for assistance.

Carriage of Children

7.2.2. Children under the age of five may only travel when accompanied by an adult who is at least 18 years old. The carriage of unaccompanied children between the ages of 5 and 12 must be registered in advance via phone. Travel is subject to the relevant published price as well as the conditions published at our sales offices or at the travel agency that issued the ticket.

7.2.3 Children can also travel in their own seat on a seat in the cabin; for this, you must book an additional seat for small children under the age of 2. You must secure the child seat throughout the

entire flight with the seatbelt available at the seat. The child seat must be suitable for use on board of an aircraft. When this is not the case, we are entitled to refuse carriage of the child seat in the cabin. We accept no liability for the consequences resulting from a badly secured child seat, for its improper functioning or due to failure to comply with instructions.

You can find more information about travelling with children, in particular about child seats suitable for use on board of an aircraft, on our website [lufthansa.com](https://www.lufthansa.com) under the menu >Preparing for your trip > Travelling with children.

Refusal of Carriage Compensation

7.3. If you are refused carriage for one of the reasons listed above or if we have cancelled your seat reservation for one of these reasons, your rights are limited to the refund of the airfare for the unused flight coupons in accordance with Article 10.3.

Article 8: Baggage and Excess Baggage

Free Baggage and Excess Baggage

8.1. Based on the applicable tariff, you can take a limited number of baggage items with you on board as part of your baggage allowance. Your free baggage allowance is shown on your ticket and can also be obtained from us or from the travel agency that issued the ticket. You will be required to pay a charge for the carriage of baggage in excess of your free baggage allowance and for special baggage. On flights with a Lufthansa flight number operated by a partner airline (Code Share flights), the free baggage allowance is also shown on the ticket; however, excess baggage charges will be levied by the first flight-operating carrier according to their own rules. The rates that apply in these instances are available from us or the travel agency that issued the ticket.

The weight of each piece of baggage may not exceed 32 kilograms.

Baggage from Strangers

8.2. We request that you refuse to take any baggage on board that you have received from strangers either in your carry-on baggage or checked baggage.

Items Not Accepted as Baggage

8.3.

8.3.1. You must not include in your baggage:

8.3.1.1. items which are likely to endanger the aircraft or persons or property on board of the aircraft, such as those specified in the ICAO or IATA Dangerous Goods Regulations, which are obtainable from us or the travel agency that issued the ticket. These include in particular explosives, compressed gases, oxidising, radioactive or magnetised materials, materials that are easily ignited, and poisonous or aggressive substances.

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

8.3.1.3. items which are dangerous or unsafe or, due to their weight, size, shape or character as well as due to being fragile, perishable or delicate, are unsuitable for carriage; further explanation

regarding concrete individual cases can be obtained from us directly or from the travel agency that issued the ticket;

8.3.1.4. Separate lithium batteries or rechargeable lithium batteries (commonly used in electronic consumer goods such as, for example, laptop computers, mobile phones, watches, and cameras) may only be carried in carry-on baggage. A maximum of two separate lithium batteries or rechargeable lithium batteries with a watt rating not exceeding 160 Wh may be carried as spare batteries for electronic consumer goods. The carriage of separate batteries or rechargeable batteries with a watt rating between 100 Wh and 160 Wh requires previous approval from the airline. Further details about the carriage of batteries and rechargeable batteries can be found in the International Dangerous Goods Regulations of the International Civil Aviation Organization – ICAO – which can be reviewed directly on the ICAO website under Dangerous Goods or on the website of the Luftfahrt-Bundesamt LBA (the German Federal Aviation Authority).

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

8.3.3 Weapons of any kind, in particular side arms and sprays. Sports weapons may be permitted as baggage at our discretion. They must be unloaded and have the safety catch on. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 8.3.1.1.

8.3.4. We are not liable for any items referred to in 8.3.1. and 8.3.2. if these, despite being prohibited, are deliberately included in your checked baggage.

Right to Refuse Carriage

8.4.

8.4.1. In accordance with paragraphs 8.3.2 and 8.3.3., we will refuse to carry as baggage any item described in paragraph 8.3.; should the presence of any such item be discovered during carriage, we may refuse further carriage.

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

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

Search of Passengers and Baggage

8.5. For reasons of safety and security, we may require you to permit a search or screening of your

person and your baggage, as well as an X-ray of your baggage. If you do not agree to a search of your person or baggage to determine the presence of articles which are inadmissible or which have not been presented in compliance with paragraph 8.3., we may refuse to carry you and your baggage; your right to compensation in such cases will be limited to the refund of the airfare in accordance with Article 10.3. of these Conditions of Carriage.

Checked baggage

8.6. We will take care of your checked baggage when you hand it over to us. We will register it in your ticket, which will represent your baggage receipt. If we issue a baggage identification tag in addition to the baggage receipt, this is for identification purposes only.

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

8.6.3. Checked baggage will be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight (the next one, when possible). If your checked baggage is carried on a subsequent flight, we will deliver it to you at the place you are staying, unless your presence is required for customs clearance. Your rights under Article 14 (Liability for Damage) remain unaffected.

Carry-on baggage

8.7.

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

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

Return of Checked Baggage

8.8.

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

8.8.2. We shall deliver checked baggage to the bearer of the baggage receipt only and only upon payment of any unpaid amounts still owed to us.

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

Pets and Assistance Dogs

8.9.

8.9.1. The carriage of dogs, cats and other pets is subject to our agreement and the following

conditions: the animals must be properly crated and accompanied by current health and vaccination certificates, entry permits, and other entry or transit documents required by the respective countries. We reserve the right to determine the manner of carriage and to limit the number of animals which may be carried on a flight.

8.9.2. The weight of the animals, including the weight of containers and any food carried, is not included in the passenger's free baggage allowance. Excess baggage charges must be paid for carriage.

8.9.3. A recognised assistance dog necessary for the passenger will be carried free of charge and, when possible, in the cabin; please see paragraph 8.9.5.

8.9.4. On flights to or from the USA, you can take an emotional support or psychiatric service dog with you in the cabin free of charge, as long as the following conditions are met:

Passengers travelling with an emotional support or psychiatric service dog must present LH with current documentation (i.e. no older than one year from the passenger's scheduled first flight) with the letter heading of a licensed mental health professional (e.g. a psychiatrist, psychologist, licensed clinical social worker or general medical practitioner who is specifically treating the mental or emotional disorder of the passenger), which demonstrates: (1) that the passenger has a mental or emotional disability recognised in the "Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition (DSMIV)"; (2) that the passenger requires the emotional support or psychiatric service dog for air travel and/or for activities at the passenger's destination; (3) that the individual providing the assessment is a licensed mental health professional and the passenger is under his or her professional care and (4) which lists the date and type of licence the health professional possesses and the state or other jurisdiction in which it was issued. LH reserves the right to check the authenticity of any documentation presented.

Please see paragraph 8.9.5.

If you want to travel with an assistance or service dog, please inform us at least 48 hours before departure and arrive at the check-in counter no later than one hour before the specified check-in deadline.

8.9.5. Please note that to ensure the safe and undisturbed operation of the flight, your pet must be trained to behave well in a public space. We allow you to take your pet with you in the cabin under the condition that it is obedient to your commands and behaves appropriately. If your pet does not behave in an appropriate manner, you may be required to muzzle it, to allow its transfer within the cargo hold (if a transport container is available) or carriage may be refused.

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

8.9.6. You are responsible for the safety, health and behaviour of your pet and accept liability for all entry, exit, health and other regulations that apply to the entry into or travel through any relevant countries.

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

Article 9: Timetables, Delays and Flight Cancellations

Timetables

9.1. Before we accept your booking, we will notify you of the scheduled time of departure valid at the time of your booking and it will be shown on your ticket. We may need to change the scheduled departure time after your ticket has been issued. If you provide us with contact information, we will endeavour to notify you of any such changes. If we make a significant change to the scheduled departure time after you have purchased your ticket and it is not acceptable to you, and if we cannot rebook you on a suitable alternative flight, you will be entitled to a refund in accordance with Article 10.2.

Cancellation, Rebooking, Delays

9.2. We make every effort to avoid delays. In exercising these efforts and in order to prevent flight cancellations, the measures taken may include arranging for your flight on an alternative aircraft or with a different airline.

9.3. We will inform you of any delays, rebookings and cancellations in sufficient time both at the airport and during your flight. You can also find information about your flight on our website [lufthansa.com](https://www.lufthansa.com).

Article 10: Refunds

General

10.1. We will refund any unused ticket or unused portion of a ticket in accordance with the following paragraphs of this article and the relevant fare conditions:

Refund Recipient

10.1.1. The refund will be made either to the passenger named on the ticket or to the person who paid for the ticket upon presentation of satisfactory proof that the payment has been made, except otherwise specified.

10.1.2. If the ticket has been paid for by a person other than the passenger named on the ticket and if the ticket indicates that there is a refund restriction, we will offer the refund only to the person who paid for the ticket or in accordance with their instructions.

10.1.3. Except in the case of a lost ticket, we will only provide the refund once you have given us the ticket and any unused flight coupons.

10.1.4. A refund made to anyone presenting the passenger coupon and all unused flight coupons and presenting themselves as the legitimate recipient of the refund in accordance with 10.1.1. or 10.1.2. will be deemed as a refund to the legitimate recipient.

Involuntary Refunds

10.2.

10.2.1. We will give you a refund as set out below if we cancel a flight, fail to operate a flight according to the timetable, fail to stop at your destination or stopping places, or cause you to miss a connecting flight for which you hold a reservation:

10.2.1.1. If you have not used any portion of the ticket, an amount equal to the airfare paid,

10.2.1.2. If you have already used a portion of the ticket, not less than the difference between the fare paid and the fare applicable to the segments you have already flown.

Voluntary Refund

10.3.

10.3.1. If you request a refund for reasons other than those mentioned under paragraph 10.2.1. of this section, the amount of the refund will thus, provided the respective fare conditions stipulate as much, correspond to:

10.3.1.1. if no portion of the ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;

10.3.1.2. if a portion of the ticket has been used, the difference between the fare paid and the applicable fare for flown segments for which the ticket has been used, less any applicable service charges or cancellation fees.

Refund for a lost ticket

10.4.

10.4.1. If a ticket or portion thereof is lost, a refund will be made upon proof of loss satisfactory to us and payment of the applicable fee, provided that:

10.4.1.1. the lost ticket or portion thereof has not been used for carriage or previously refunded or replaced without charging the ticket fare again (except where the carriage, refund or replacement by or to a third party resulted from our own negligence) and

10.4.1.2. the person to whom the refund is made undertakes, in such form as stipulated by us, to repay to us the amount refunded in the event that the lost ticket or portion thereof is presented and redeemed by a third party for carriage or a refund, except where any fraud or use by a third party resulted from our own gross negligence.

10.4.2. If we lose the ticket or a portion thereof, the loss shall be our responsibility.

Refusal of Refunds

10.5.

10.5.1. We may refuse a refund when the respective application is made later than six months after the expiry of the validity of the ticket.

10.5.2. We reserve the right to refuse a refund on a ticket that has been presented to a country's government officials or to a carrier as evidence of your intention to depart from that country, unless

you can establish to our satisfaction that you have permission to remain in the country or that you will depart from that country with a different carrier or by another means of transport.

Currency

10.6. All refunds will be subject to the government laws, rules and regulations or orders of the country in which the ticket was originally purchased and the country in which the refund is being made. Subject to the foregoing provision, refunds will be made in the same manner and currency in which the fare was paid.

Reimbursing

10.7. Refunds will be made only by the carrier that originally issued the ticket.

Refund to Credit Card Accounts

10.8. Refunds for tickets paid for with credit cards can only be credited to credit card accounts originally used for the ticket purchase. The refundable amount to be paid will, in accordance with the rules stated within this article, correspond solely to the amount and the currency entered on the ticket. The refunded amount received by the credit card holder by means of a credit to his credit card account may differ from the original amount debited to the credit card company for the refunded ticket due to fees levied as well as differences in conversion applied by the credit card company. Such variances do not entitle the recipient of the refund to a claim against us.

Article 11: Behaviour on Board

General

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

Electronic devices

11.2. The use of mobile phones, radios and remote-control toys is not permitted on board. Mobile phones, however, may be used on flights that are equipped with functional mobile phone technology. On these aircrafts, the use of mobile phones is allowed in accordance with the crew's instructions. Please pay attention to the crew's announcements and other informational material or the FlyNet Guide on board. Calls are technologically blocked at all times. Video cameras, laptops, mp3 players, CD players and computer games can be used on board, as long as the fasten-seatbelts sign is off.

Non-Smoking Flights

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

Alcoholic beverages

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

Obligation to wear seat belts

11.5. As a rule, you are obliged to take your seat throughout the flight. When seated, you are obliged to fasten your seatbelt.

Taking photographs and filming on board

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

Obligation to wear face masks

11.7.

11.7.1. You are required to wear a face mask which entirely covers mouth and nose during boarding, throughout the flight and when leaving the aircraft.

11.7.2. Children up to the age of six years are exempt from this obligation as well as persons who are demonstrably unable to wear a face covering for medical reasons if they provide a current medical certificate using the Lufthansa Group form and an officially recognized Covid19 negative test (PCR test) issued within 48 hours before the scheduled time of departure.

11.7.3. Further information, particularly on the Lufthansa Group form, the admissibility of different types of masks and on contact details, can be found [here](#). If you, for factual reasons, are unable to present a Covid19 negative test meeting the requirements set out in 11.7.2., [please click here](#).

Article 12: Additional Benefits

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

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

Article 13: Administrative Formalities

13.1.

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

13.1.2. We shall not be liable for the consequences to any passenger that result from his/her failure to obtain such documents or visas or to comply with such laws or regulations or instructions.

Travel Documents

13.2. Prior to travel you must present all entry and exit documents as well as health and other certificates required by the countries concerned and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or if your travel documents do not appear to be in order, and we are not liable for any loss suffered or expenses incurred by you as a result.

Refusal of Entry

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

Liability of passenger for fines etc.

13.4. If we are required to pay any fines or penalties or to incur any expenditures by reason of your failure to comply with the laws or regulations on entry to or travel through the country concerned, or to produce the required documents in the proper form, you shall be obligated to reimburse us on demand any amounts so paid and expenditures so incurred as well as an administration fee. This obligation does not only apply to the passenger, but also to the person who purchased the ticket. We are entitled to use towards such payments or expenditures the value of any unused part of your ticket or any of the funds in your possession. The value of the fine or penalty can vary from country to country and may greatly exceed the fare paid. Therefore, in your own interest, please ensure that you observe the entry regulations of the country to which you are travelling.

Customs Inspection

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

Security Inspection

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

Transmission of Passenger Data

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

Article 14: Liability for Loss or Damage

General

14.1.

14.1.1. A different set of Conditions of Carriage apply for the liability of Deutsche Lufthansa AG and the other companies that provide transport services as contracting partners.

14.1.2. Transport is subject to the liability order of the Agreement of Montreal of 28 March 1999, which was implemented in the European community through the version amended by Regulation (EC) No. 889/2002 and the national legislation of the member states.

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

14.1.4. We are liable only for damages that occur as part of our own flight services. To the extent that we issue tickets for transport on flight services operated by other carriers or take on baggage to be transported on flight services by another carrier, we are merely acting as an agent for this other carrier. Nonetheless, you have the right to claim damages from the first or last carrier in relation to checked baggage.

14.1.5. When the airline operating the service is not the same as the contractual airline, you can write to or make claims for damages to both companies. If there is an airline name or code (Code Share) listed on the ticket, said name or code indicates the contractual airline.

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

14.1.7. Under no circumstances will our liability exceed the amount of the damage documented. We are only liable for indirect or consequential damages if we caused them intentionally or due to gross negligence; the regulations of the agreement remain unaffected.

14.1.8. Exclusions and limits to our liability also apply accordingly in favour of our staff, representatives and any person whose aircraft we use, including their employees and representatives. The total amount of the damage claim that we and the persons mentioned above are liable to pay may not exceed the maximum compensation amounts that apply.

14.1.9. To the extent that it is not expressly provided for elsewhere, none of these Conditions of Carriage waives the liability exclusions or limits to liability that apply to us in accordance with the agreement or the applicable law.

Compensation in the event of death or injury

14.2.

14.2.1. There are no maximum compensation amounts for liability in the event of the death or injury of passengers. For damages of up to SDR 113,100 (approx. EUR 121,243), the airline company shall not be able to contest claims for damages with reference to fault. Please note that the maximum liability after 28.12.2019 will be SDR 128,821. The air carrier can defend itself against claims that exceed the above amount if it can prove that it neither acted negligently nor was otherwise at fault.

Advance payments

14.2.2. If a passenger is killed or injured, the airline must make an advance payment within 15 days of the identification of the person entitled to damages, in order to cover their immediate economic needs. In the event of death, the advance payment is no less than SDR 16,000 (approx. EUR 17,600).

Damage to or loss or destruction of baggage

14.3.

14.3.1. We are liable for damage to or loss or destruction of baggage up to SDR 1,131 (approx. EUR 1,213). Please note that the maximum liability payment sum after 28.12.2019 will be SDR 1,288. For checked baggage, a liability without fault applies, as long as the baggage was not damaged beforehand. For carry-on baggage, we are only liable for culpable conduct.

Higher liability limit for baggage

14.3.2. A higher liability limit applies if the passenger makes a special declaration no later than during check-in and pays a surcharge.

Complaints in relation to baggage

14.3.3. In the event of damage to or loss or destruction of baggage, the passenger must request compensation from the airline as soon as possible in writing or in text format. In the event of damages to checked baggage, the passenger must request compensation in writing or in text format within 7 days of the receipt of the damaged baggage, or within 21 days of the receipt of delayed baggage.

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

Delays in the carriage of passengers and baggage

14.4.

14.4.1. We are liable for damages due to delays during the carriage of passengers, unless we took all reasonable measures to prevent the damages or if taking these measures was not possible. Liability for damages arising from delays in the carriage of passengers is limited to SDR 4,694 (approx. EUR 5,032). Please note that the maximum liability after 28.12.2019 will be SDR 5,346.

14.4.2. We are liable for damages due to delays during carriage of checked baggage, unless we took all reasonable measures to prevent the damages or if taking these measures was not possible. The liability for damages due to delays in the carriage of baggage is limited to SDR 1,131 (approx. EUR 1,213 EUR). Please note that the maximum liability after 28.12.2019 will be SDR 1,288.

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

Denied boarding in the event of overbooking

14.5.

14.5.1. In the allocation of available seats, we will give priority to unaccompanied children and sick and disabled passengers. Otherwise, passengers will be received in the order they arrived with due consideration given to their reasons for travelling.

14.5.2. If it is foreseeable that some passengers will have to be refused the right to travel, we will attempt in advance to find passengers who agree to volunteer not to travel on this occasion.

Cancellations

14.6. In the event of cancellations, we will attempt to rebook you onto flights operated by other airlines, if necessary.

Article 15: Time Limitations for Claims and Actions

Notice of Claims

15.1. If you accept the baggage delivered to you unconditionally, we take for granted, as long as the opposite is not proven, that it was delivered to you in good condition and according to the contract of carriage. Any action taken in the case of damaged baggage is excluded if the person entitled to delivery doesn't lodge a complaint with the carrier immediately after the discovery of the damage, for international air travel, but latest within seven days from the date of receipt of the baggage; the same applies to any damage resulting from the delayed delivery of the baggage, with the stipulation that the said complaint is lodged immediately, but latest within 21 days from the date on which the baggage was delivered. Notice of the damage must be made in writing.

Deadlines for claims

15.2. Any claim to compensation for damages of any kind can only be asserted for international carriage if the claim is brought within two years calculated from the date of the aircraft's arrival at the destination, or from the date on which the aircraft was supposed to have arrived, or from the date on which the carriage was interrupted. The method of calculation for the claims deadline shall be determined by the law of the court assigned to the case.

Article 16: Miscellaneous Policies

Carriage is subject to certain other regulations and conditions that apply to or are published by us. These regulations and conditions are important and may vary from time to time. They concern, among other things: the carriage of minors, pregnant women and sick passengers as well as restrictions on the use of electronic devices and on the consumption of alcoholic beverages on board. All regulations and conditions concerning these matters are available from us upon request.

Article 17: Consumer Conciliation Board

We participate in dispute resolution in front of a consumer conciliation board. The consumer conciliation board responsible is the söp_Schlichtungsstelle für den öffentlichen Personenverkehr



e.V. (Consumer conciliation board for public transport registered association) Fasanenstraße 81,
10623 Berlin,

<https://soep-online.de>

https://soep-online.de/beschwerdeformular_flug.html

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

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

Article 18: Headings

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