

# TURKISH AIRLINES

## GENERAL CONDITIONS OF CARRIAGE

### ARTICLE 1

#### DEFINITIONS

“AGREED STOPPING POINTS”: Those places, excluding the points of departure and arrival, set forth in the ticket or shown in the Carrier's timetables as scheduled stopping places on the Passenger's route.

“AUTHORIZED AGENT”: A sales agent who has been appointed by the Carrier to represent the Carrier in the sale of air Passenger transportation services of the Carrier and, when authorized, this includes the services of other air Carriers.

“BAGGAGE”: The clothes and personal effects belonging to a Passenger which are necessary for their trip. Unless otherwise specified, it includes both checked and Unchecked Baggage belonging to the Passenger.

“BAGGAGE COUPON”: The portion of the ticket which relates to the carriage of the Passenger's Checked Baggage.

“BAGGAGE IDENTIFICATION TAG”: A document issued by the Carrier for the identification of Checked Baggage.

“CARRIER”: Includes every Carrier issuing a ticket and each Carrier which carries or undertakes to carry the Passenger and/or their Baggage.

“CARRIER'S REGULATIONS”: Rules (other than these conditions) published by the Carrier and in effect on the date of ticket issue, governing carriage of Passengers and/or Baggage, including any applicable tariffs in force.

"CHECKED BAGGAGE" is carried in the compartment and is under the responsibility of the Carrier.

"UNCHECKED BAGGAGE" is the passenger's responsibility and is free of charge hand baggage kept on board in the passenger cabin.

“CODESHARE FLIGHT”: A flight which may be operated by a Carrier other than whose identifying Carrier code is shown on Flight Tickets and operated by one or more Carriers in agreement with the Carrier, and which is sold as if operated by the Carrier, using the Carrier's own flight codes and numbers. It should be noted that if a flight operated by one of the Carrier's codeshare partners is selected, then this operator's own contractual conditions may differ to these General Conditions of Carriage, particularly with regards to the provisions set out in Article 2.4 of these Conditions of Carriage.

“CONJUNCTION TICKET”: A Ticket issued to a Passenger in conjunction with another Ticket, which together constitute a single contract of carriage.

“CONVENTION”: Whichever of the following is applicable to the contract of Carriage:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw, October 12, 1929 (hereinafter referred to as the “Warsaw Convention”)
- The Warsaw Convention as amended at The Hague on September 28, 1955
- The Warsaw Convention as amended at The Hague in 1955 and by Additional Protocol No. 3 of Montreal, 1975
- The Warsaw Convention as amended at The Hague in 1975 and by Additional Protocol No. 4 of Montreal, 1975
- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, dated May 28, 1999 (hereinafter referred to as the Montreal Convention)

“DAMAGES”: Death or bodily injury suffered by the Passenger as a result of an accident on the aircraft, or during any takeoff or landing procedure; loss, partial or complete destruction or any other damage caused to Baggage while in carriage or under the care of the Carrier; damages resulting from the delay of the Passenger or Baggage.

“DAYS”: The seven days of the week, including public holidays. For purposes of notification, the day upon which a notice is dispatched shall not be counted. For purposes of determining duration of validity, the day upon which a Ticket is issued or flight was operated shall not be counted.

“ELECTRONIC TICKET”: A travel plan/document, Electronic Coupons and a boarding pass, if appropriate, issued by or on behalf of the Carrier.

“ELECTRONIC COUPON”: An electronic Flight Coupon (or other valuable document) found on the Carrier's database.

“FORCE MAJEURE”: Unexpected conditions outside the control of the Carrier which result in unpreventable consequences despite all reasonable measures having been taken.

“FLIGHT COUPON”: The section of a Ticket issued in accordance with the Carrier's Regulations which bears the notation “Valid for carriage” and indicates the particular points between which the Passenger is entitled to be carried. The coupon will be in the form of a printed document or an electronic record in the Carrier's database indicating that the Passenger is to fly on a particular flight.

“ITINERARY RECEIPT”: A document containing the Passenger's name, flight details and any relevant notifications, issued by the Carrier or one of its Authorized Agents in accordance with the Carrier's Regulations, which is sent via email, fax, or any other means permitted by the Carrier's Regulations, and which must be retained by the Passenger for the duration of the flight and presented upon request.

“MILES&SMILES FREQUENT FLYER PROGRAM AND AWARDS”: The frequent flyer program run by the Carrier (to which it is the owner of all rights) and Award Tickets, Companion Tickets, Upgrades, and any other benefits issued by the Carrier under the rules of the program.

“MINIMUM CHECK-IN PERIOD”: The minimum period required for a Passenger to complete check-in procedures and be issued with a Boarding Pass.

“PASSENGER”: Any person, except members of the crew, carried or to be carried on an aircraft with the consent of Carrier, documented by a ticket issued by the Carrier.

“PASSENGER COUPON or PASSENGER RECEIPT”: The 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.

“SDR”: Special Drawing Right, the composite unit of currency that is a basket of currencies comprising the euro, Japanese yen, British pound sterling, and US dollar and which is used as the official unit of exchange of the International Monetary Fund.

“SHY-PASSENGER RIGHTS”: “Regulations on the Rights of Airline Passengers,” issued by the Directorate General of Civil Aviation.

“STOPPING POINT”: An intended break in a journey between a Passenger’s departure point and final destination, which has been previously agreed to by the Carrier.

“STOPOVER”: Pursuant to the Carrier’s Regulations and government regulations, breaks in the journey lasting 24 hours or more which the Passenger is able to schedule at points between the point of departure and their final arrival destination.

“TARIFFS”: Fees in addition to the cost of a flight which conform to application rules, which have been approved by an institution.

“TICKET”: A Passenger Ticket and Baggage Check document or Electronic Ticket issued by the Carrier or one of the Carrier’s Authorized Agents which contains the Conditions of Carriage, warnings, and the Flight and Passenger Coupons.

“UNCHECKED BAGGAGE”: Any Baggage belonging to a Passenger other than Checked Baggage.

## **ARTICLE 2**

### **SCOPE 2.1 GENERAL**

2.1.1 Except as stipulated in subparagraphs 2.2-2.5 of this article, these Conditions of Carriage apply to all carriage by air of Passengers and Baggage, performed by the Carrier in exchange for a fee.

2.1.2 These conditions also apply to free and reduced-fare carriage, except to the extent that the Carrier has stipulated otherwise in its Regulations or in the relevant contracts, passes, or Tickets.

### **2.2 CARRIAGE TO/FROM CANADA AND THE UNITED STATES**

2.2.1 CARRIAGE TO/FROM CANADA: These conditions apply to carriage between points in Canada or between a point in Canada and any place outside thereof, only to the extent they are incorporated in tariffs in force in Canada.

2.2.2 CARRIAGE TO/FROM THE UNITED STATES: These conditions do not apply to air transportation as defined in the US Federal Aviation Act of 1958.

### **2.3 PRIVATE PASSENGER AIRCRAFT CHARTER (CHARTERS)**

If carriage is provided within the scope of a Private Passenger Aircraft Charter (“Charter”) agreement, the conditions in the Private Passenger Aircraft Charter agreement shall take precedence over the provisions of these Conditions of Carriage. In case of carriage of Baggage, unless otherwise stated by the Private Passenger Aircraft Charter agreement, the general conditions of Baggage carriage applied on scheduled flights shall apply.

### **2.4 CODESHARE FLIGHTS**

In case a flight being operated by one of the Carrier's codeshare partners is chosen, the flight may be operated by a Carrier other than the Carrier which issued the ticket. If the flight is operated by another Carrier, the conditions related to the operation of that flight will be applied on the basis of that Carrier's service conditions, and if any differences arise between operating Carrier's service conditions and these Conditions of Carriage, the operating Carrier's service conditions will take precedence. All operating Carrier's service conditions can be found on the “Codeshare Agreements” page, or the related operating Carrier's own website. In particular, aspects of service provision such as minimum check-in period, unaccompanied minors, Passengers requiring medical assistance, pregnant Passengers, boarding the flight, carriage of animals, refusal of admission onboard, provision of oxygen tanks onboard, irregular operations, denied boarding compensation, Baggage collection, free Baggage allowance, and limits of liability in relation to lost Baggage should be carefully examined and must be adhered to.

In cases where a reservation includes flights that are operated by one or more Carriers, the operating Carrier will be announced at the time of reservation. If the operating Carrier is unknown at the time the reservation is made, or if a change occurs after the reservation is being made, the operating Carrier will be announced to the Passenger at the latest of when the operating Carrier is confirmed. Regarding reservations made through channels which are not under direct control of the Carrier (e.g. travel agencies and websites other than the Carrier's own website), the travel agents and website operators that executed the agreement with the Passenger are liable under Articles 2.3. and 11 of Regulation (EC) no. 2111/2005 to inform the Passengers of the identity of the operating Carrier, and of any change in operating Carrier. The Passenger shall provide the correct contact details at the time of reservation for making such notifications possible.

### **2.5 OVERRIDING LAW**

In case any provision contained or referred to herein is contrary to anything contained in the applicable convention, and 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.

### **2.6 PRECEDENCE OF CONDITIONS OF CARRIAGE OVER CARRIER REGULATIONS**

Except stipulated otherwise herein, in the event of inconsistency between these Conditions and the Carrier's Regulations, these Conditions shall prevail, except where tariffs in force in the United States or Canada apply, in which case those tariffs shall prevail.

## **2.7 TURKEY'S DOMESTIC CARRIAGE RULES**

As an exception to the provisions of Article 2.6, exclusively for domestic flights within Turkey, the conditions of domestic carriage specified on the Passenger Ticket or stipulated in the Carrier's Regulations shall prevail over the Conditions of Carriage herein. The Conditions of Carriage herein shall also apply to domestic flights in Turkey unless contrary to the conditions and regulations relating to this domestic carriage.

## **ARTICLE 3**

### **TICKETS**

#### **3.1 TICKET AS EVIDENCE OF CONTRACT**

3.1.1 A Ticket constitutes evidence of the contract of carriage between the Carrier and the Passenger named on the ticket. The conditions of contract on the ticket are a summary of some of the provisions of these Conditions of Carriage.

3.1.2 PRESENTATION OF 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 the Carrier's Regulations, and which contains the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon; or in the case of electronic reservation, a valid ITINERARY RECEIPT recorded in the reservation database. Furthermore, a Passenger shall not be entitled to carriage if the Ticket presented is torn or if it has been altered in any way other than by the Carrier or its Authorized Agent.

3.1.3 LOSS OR DAMAGE OF TICKET: In case of loss of or Damage to a Ticket, or part thereof, or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, the issuing Carrier may, at the Passenger's request and subject to the Carrier's Regulations, replace said Ticket or part thereof by issuing a new Ticket on receipt of evidence satisfactory to the Carrier that a Ticket valid for the flights in question was duly issued originally.

3.1.4 NON-TRANSFERABILITY OF TICKET: A Ticket is not transferable. If a Ticket is presented by someone other than the person entitled to be carried thereunder or for a refund in connection therewith, the Carrier shall not be liable to the person named on the Ticket, if, in good faith, it provides carriage or issues a refund to the person presenting the Ticket.

3.1.5 NON-REFUNDABLE TICKETS: This may include restrictions on various reservation alterations and non-refundability of discounted tickets. The refund and change rules which apply to these tickets can be found in the Ticket's fare regulations.

#### **3.2 PERIOD OF VALIDITY**

A Ticket is valid for carriage for one year from the date of commencement of travel or if no portion of the Ticket is used, from the date of issue thereof, except as otherwise stated on the ticket, in these Conditions of Carriage, or in the Carrier's Regulations.

##### **3.2.1. EXTENSION OF VALIDITY**

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

3.2.1.1 ( a ) Cancels the flight on which the Passenger holds a reservation; or

3.2.1.1 ( b ) Omits a scheduled stop, being the Passenger's place of departure, place of destination, or a Stopover; or

3.2.1.1 ( c ) Fails to operate a scheduled flight; or

3.2.1.1 ( d ) Causes the Passenger to miss a connection; or

3.2.1.1 ( e ) Substitutes a different class of service; or

3.2.1.1 ( f ) Is unable to provide a previously confirmed space; the validity of such Passenger's Ticket will be extended until the Carrier's first flight on which space is available in the class of service for which the fare has been paid.

3.2.1.2 When a Passenger holding a Ticket is prevented from traveling within the period of validity of the Ticket because at the time said Passenger requested reservations the Carrier was unable to provide space on the flight, the validity of such Passenger's ticket will be extended in accordance with the Carrier's Regulations.

3.2.1.3 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, the Carrier will extend (provided such extension is not precluded by the Carrier's Regulations applicable to the fare paid by the Passenger) the period of validity of said Passenger's Ticket until the date when the Passenger becomes fit to travel, supported by a medical certificate, or until the Carrier's first flight after such date from the point where journey is resumed on which space is available in the class of service for which the fare has been paid. When the Flight Coupons remaining in the ticket involve one or more Stopovers, the validity of such ticket, subject to the Carrier's Regulations, will be extended for not more than three months from the date shown on such certificate. In such circumstances, the Carrier will also extend the period of validity of tickets of other members of the Passenger's immediate family accompanying said incapacitated Passenger.

3.2.1.4 In the event of death of a Passenger en route, the Tickets of the persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family accompanying the Passenger may also be modified. Any such modification shall be made upon receipt of a proper death certificate and any such extension of validity shall be for a period of no longer than 45 days from the date of death.

### **3.3 FLIGHT COUPON SEQUENCE**

3.3.1 The Carrier will honor Flight Coupons only in sequence from the point of departure as shown on the ticket.

3.3.2 The ticket is valid only for the transportation as shown on the coupons, from the place of departure via any agreed stopping places to the final destination. Flight/baggage coupons shall be honoured only in sequence. The ticket will not be honoured and will lose its validity if all the coupons are not used in the sequence provided.

3.3.3. Each Flight Coupon will be accepted for carriage in the class of service specified therein on the date and flight for which carriage has been reserved. When Flight Coupons are issued without a reservation being specified thereon, space will be reserved upon application subject to the conditions of the relevant fare and the availability of space on the flight applied for being met.

#### **3.4 NAME AND ADDRESS OF CARRIER**

The Carrier's title (name) may be abbreviated on the Ticket. The Carrier's address shall be deemed to be the airport of departure shown opposite the first abbreviation of the Carrier's name in the "Carrier" box on the ticket.

### **ARTICLE 4**

#### **STOPOVER POINTS**

Stopovers may be permitted at Agreed Stopping Point subject to government requirements and the Carrier's Regulations.

### **ARTICLE 5**

#### **FARES AND CHARGES**

##### **5.1 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 town terminals, unless provided by the Carrier without additional charge.

##### **5.2 APPLICABLE FARES**

Applicable fares are those published by or on behalf of the Carrier, or, if not so published, announced in accordance with the Carrier's Regulations. The applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first Flight Coupon on the Ticket. When the amount collected is not equal to the applicable fare, the difference shall be paid by the Passenger, or, as the case may be, refunded by the Carrier, in accordance with the Carrier's Regulations.

##### **5.3 ROUTES**

Unless otherwise stipulated in the Carrier's Regulations, fares apply only to routes published in connection therewith. If there is more than one route on the same fare, the Passenger may specify the route prior to the Ticket being issued. If no route is specified, the Carrier may determine the route.

##### **5.4 TAXES AND CHARGES**

Any tax or charge imposed by the government or other authority, or by the operator of an airport, with respect to 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 if otherwise indicated in the Carrier's Regulations.

## **5.5 CURRENCY**

Fares and charges are payable in any currency accepted by the Carrier. When payment is made in a currency other than in which the fare is published, such payment will be made at the rate of exchange established in accordance with the Carrier's Regulations.

## **ARTICLE 6 RESERVATIONS**

### **6.1 RESERVATION REQUIREMENTS**

6.1.1 Reservations are not confirmed until recorded as "accepted" by the Carrier or its Authorized Agent.

6.1.2 As stipulated in the Carrier's Regulations, certain fares may have conditions which limit or exclude the Passenger's right to change or cancel reservations.

### **6.2 TICKETING TIME LIMITS**

If the Passenger does not make payment for the Ticket within the Ticketing Period (or does not complete a ticket purchase using credit with the Carrier), the Carrier may cancel the reservation.

### **6.3 PERSONAL DATA**

The Passenger recognizes that personal data has been given to the Carrier for the purpose of making a reservation for carriage and for obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government agencies. For these purposes, the Passenger authorizes the Carrier to retain such data and to transmit it to its own offices, other Carriers, or the providers of such services, in whatever country they may be located.

### **6.4 SEATING**

The Carrier does not guarantee to provide any particular seat on 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. The Carrier reserves the right to change the seat of a Passenger before or during the flight for safety or operational reasons.

### **6.5 NON-USE OF RESERVED SPACE**

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



## **6.6 CONFIRMATION OF RESERVATION**

Onward or return reservations may be subject to the requirement to confirm the reservation in accordance with and within time limits specified in the Carrier's Regulations. Failure to comply with any such requirement may result in cancellation of any onward or return reservations.

## **6.7 CANCELLATION OF ONWARD RESERVATIONS MADE BY THE CARRIER**

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

## **ARTICLE 7**

### **CHECK-IN**

The Passenger shall arrive at the Carrier's check-in location and boarding gate sufficiently in advance of the flight departure time to allow completion of any governmental formalities and check-in procedures, and, in any event, must have arrived at check-in counters, completed check-in, and obtained their boarding pass within the minimum check-in period indicated by the Carrier. If the Passenger fails to arrive at the check-in counter, complete check-in, and obtain their boarding pass within the minimum check-in period or arrives without the proper documentation or is not ready to travel, the Carrier may cancel the space reserved for the Passenger and will not delay the flight. The 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 RESTRICTION OF TRANSPORTATION**

#### **8.1 RIGHT TO REFUSE TRANSPORTATION**

As a general rule, if a passenger has violated Articles 8 and 12 on previous flights or if there are circumstances in which the carrier cannot be expected to allow the passenger to fly, the carrier may, at its discretion, prohibit the passenger from boarding its flights.

Under these circumstances, the carrier shall refrain from selling tickets to the passenger. However, if the passenger has purchased a ticket and/or obtained admission to the flight despite the prohibition decision, only the ticket fee will be refunded, and solely on the condition that the ticket is valid and issued in accordance with the rules. The passenger is not entitled to any additional compensation.

For reasons that include flight safety, national and international security measures, legal regulations, and the actual practices of the departure and destination countries, countries of transfer or transit stopover, transit/airspace use, and surrounding destinations, the carrier may refuse to transport the passenger and/or baggage.

Some examples of situations in which the carrier may exercise such discretion are listed below. The carrier's discretion includes but is not limited to these examples.

8.1.1 The passenger has failed to remit the required fare, expenses or taxes; or credit arrangements established between the carrier and the passenger (or the individual responsible for purchasing the ticket) have not been executed.

8.1.2 The ticket presented by the passenger:

8.1.2.1 Was illegally obtained or purchased from a person other than the issuing Carrier or its Authorized Agent;

8.1.2.2 Reported stolen or lost;

8.1.2.3 Is a counterfeit ticket; or

8.1.2.4 Has been tampered with or torn by an individual other than the carrier or its authorized agent. In such a case, the carrier retains the authority to seize the ticket.

8.1.3 The individual presenting the ticket does not provide sufficient evidence to verify that they are the individual listed in the "Passenger Name" section; that the name on the ticket does not correspond with the name on the passenger's travel documents (e.g., passport, national identity card), and/or that the information on the ticket and baggage do not correspond (in which case the carrier reserves the right to seize the ticket).

8.1.4 The passenger has been issued an award ticket that is issued contrary to the regulations of the Miles&Smiles program.

8.1.5 Without justification, the passenger has purchased consecutive tickets on unusual routes.

8.1.6 The passenger has purchased without justification ticket to a connecting flight with an extremely lengthy layover.

8.1.7 When requisite for the carrier to adhere to any relevant legislation, regulations, or directives of the nation or state encompassing the area where the aircraft is to depart, arrive, transfer, transit, or pass through or traverse airspace.

8.1.8 As per civil aviation security regulations, if the carrier has reasonable suspicion that the passenger intends to contravene international borders or facilitate irregular migration and the passenger is unable to refute this suspicion with valid documentation.

8.1.9 If the passenger's failure to comply with the carrier's instructions makes such refusal necessary, or if they have violated the carrier's instructions on a previous flight, or if there is a justifiable reason to believe that they will violate the carrier's instructions, or if there are other reasons.

8.1.10 In the event that a passenger fails to respond to inquiries posed by carrier personnel either prior to or during the boarding process, fails to provide the requested documents and information and/or displays uncooperative conduct, the following examples may occur:

8.1.10.1 The traveler lacks essential documentation for the journey, such as a valid passport and visa, or fails to satisfy other prerequisites for country entry, such as insufficient cash or a credit card, the specifics of which may vary by country and duration of stay;

8.1.10.2 In the event that a passenger's passport or visa is suspected of being forged or falsified;

8.1.10.3 The information in the traveler's passport and visa do not match other identification information or other travel documents such as hotel reservations and invitation letters;

8.1.10.4 If the passenger lacks documents such as visa, hotel reservation, etc. to cover the ticketed route and/or surrounding destinations, or if the hotel reservation and travel dates do not match;

8.1.10.5 If the passenger is unable to provide other requested documents or the documents submitted are deemed insufficient for admission to the flight, or the passenger is not familiar with the documentary information submitted;

8.1.10.6 If there is suspicion that the passenger may attempt to enter a country of transit/transfer, which may lead to border violations in other states, without reaching the final destination from the transit/transfer point;

8.1.10.7 If there is a suspicion that the passenger may destroy their documents during the flight;

8.1.10.8 When requested by the carrier, the passenger fails to submit the required travel documents to the flight crew or submits incomplete/inadequate/incompatible documents (such documents may include are not limited to proof of return ticket and accommodation that covers the period of stay, lack of official invitation letter and/or country-specific documents expected to be provided, documents and passenger name that do not match passenger's such as hotel reservation/travel dates or documents such as invitation letters, booking documents related to the travel) or the passenger's inability to explain the reason for the stay;

8.1.10.9 If the passenger's ticket is a one-way ticket, if the passenger is not a citizen of the country of destination or is unable to present a residence permit in the country of destination.

8.1.11 The passenger refuses the security check.

8.1.12 The passenger's declared length of stay at the destination and their baggage is not sufficient to be accepted as usual or they have no baggage at all.

8.1.13 The passenger is found to be uninformed about the contents of their baggage at baggage check or the passenger attempts to carry dangerous or prohibited goods.

8.1.14 The passenger's conduct, age or mental or physical condition, including being under the influence of alcohol or any drug/psychoactive substance.

8.1.14.1 If the passenger requires special assistance from the carrier;

8.1.14.2 The passenger is disruptive or causes complaints, objections or disruptions of order from other passengers;

8.1.14.3 The passenger poses a potential hazard or peril to themselves, fellow passengers, crew members or property;

8.1.14.4 The passenger exhibits suspicious emotions, state of mind and/or behavior, including fear, anger, nervousness or irritability, particularly when not typical;

8.1.14.5 The passenger exhibits a suspiciously urgent insistence on participating in a specific expedition;

8.1.14.6 The passenger requests boarding at the eleventh hour while waiting at the gate in a manner that raises suspicion;

8.1.14.7 The passenger has engaged in behavior that is threatening, humiliating, insulting or harassing towards flight or ground personnel during or prior to boarding or takeoff, in the current instance or in the past;

8.1.14.8 The passenger has contravened the stipulations outlined in Article 12 and has failed to adhere to the directives provided by the flight crew.

## **8.2 RESTRICTION ON TRANSPORTATION**

According to the Carrier's Rules, the acceptance of unaccompanied minors, passengers in need of assistance, pregnant women, or sick persons for transportation may be subject to prior agreement and arrangements with the carrier.

The Carrier is not liable for any deterioration of a passenger's medical condition during the transportation of said passenger.

## **ARTICLE 9**

### **BAGGAGE**

#### **9.1 ITEMS NOT ACCEPTED AS BAGGAGE**

9.1.1 The subsequent items are prohibited in passenger baggage:

9.1.1.1 Items that do not meet the definition of Baggage in Article 1.1,

9.1.1.2 Substances as defined in the Technical Instructions of the International Civil Aviation Organization ICAO for the Safe Transport of Dangerous Goods by Air and the Dangerous Goods Rules of the International Air Carriers Association IATA and the Carrier's Rules which may endanger the aircraft or persons or property on board (further information available from the Carrier upon request)

9.1.1.3 Substances prohibited for transportation by the laws, rules or orders of any state from which departure or arrival is to be made, or over which it is to be transited,

9.1.1.4 Articles which are fragile or perishable or which, in the opinion of the carrier, are unsuitable for transportation in terms of weight or size,

9.1.1.5 Live animals outside the rules stated in Article 9.10,

9.1.2 Firearms and ammunition used for other than hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage to the extent that they comply with the Carrier's Rules. Firearms must be secured without ammunition and properly packed. Transportation of ammunition is subject to ICAO and IATA Dangerous Goods Rules as specified in 9.1.1.2.

9.1.3 Passengers may not transport in their Checked Baggage any breakable or perishable items, electronic devices, money, jewelry, precious metals, silverware, promissory notes or other commercial valuable papers, including passports and other identification or samples.

9.1.4 Weapons in the form of antique firearms, swords, daggers, knives and/or similar objects may be accepted as Checked Baggage to the extent consistent with the Carrier's Rules but may not be taken into the passenger cabin.

9.1.5 If any of the items referred to in Article 9.1 are carried, whether or not prohibited for carriage as Baggage, carriage hereunder is subject to carriage expenses, limitation of liability and the provisions of the General Conditions of Carriage herein.

#### **9.2 RIGHT TO REFUSE CARRIAGE**

9.2.1 The carrier may refuse to carry as Baggage such items as specified in 9.1 as prohibited to be carried as Baggage and similar items, and can refuse to carry such items in cases where the carrier does not detect the presence of such items at the beginning but during further transportation; in cases where the baggage and ticket information do not match; and in cases where the contents of the baggage/ baggage are inconsistent/ incompatible with the passenger's declaration or trip.

9.2.2 The carrier may refuse to carry any object as Baggage due to its size, shape, weight, nature or operational reasons.

9.2.3 Unless prior agreement and arrangements for carriage have been made with the carrier, the carrier may transport Baggage in excess of the applicable free Baggage allowance on subsequent flights without any notice to the passenger and without compensation therefor. Passenger may not claim any compensation for such delay.

### **9.3 RIGHT TO SEARCH**

For safety and security reasons, the carrier may ask the passenger to consent to a search of their person or their baggage in order to determine whether the passenger and/or their baggage contains any of the items specified in 9.1.1 or any weapon or ammunition not notified to the Carrier pursuant to 9.1.2 and may conduct or have conducted the search in the absence of the passenger. If the passenger fails to comply with this request of the carrier, if they have applied with locked baggage, etc., the contents of which cannot be checked, or if similar suspicious situations and behaviors are detected by the carrier, the carrier may refuse to carry the passenger and/or their baggage.

## **ARTICLE 10 SCHEDULES, CANCELLATION OF FLIGHT 10.1 SCHEDULES**

The Carrier undertakes to make 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.

### **10.2 CANCELLATIONS, CHANGES, ETC. TO SCHEDULED FLIGHTS**

If, due to circumstances beyond its control, the Carrier changes aircraft type or flight route, under the authorization and approval of the Carrier, the Carrier shall either:

10.2.1 The operating Carrier, which causes for the flight irregularities, shall be liable for the services to be offered to the passengers.

10.2.2 The ticket transactions, which will be carried out due to any flight irregularities, shall be performed within the framework of involuntary transactions.

10.2.3 In accordance with the Regulation on the Rights of the Passengers Travelling By Air(SHYPASSENGERS), in the event that the completion of the travel planned by the passenger no longer serves for any purpose, then the ticket shall be "fully" refunded basing on the determination and the approval of the official of the Company.

10.2.4 If the price of ticket purchase is paid via cash, electronic bank transfer, bank payment orders, bank cheques or with a signed agreement of the passenger, travel vouchers and/or other services (Miles, award ticket etc.) should be refunded within 7 days. In addition, a return flight should be provided free of charge, at the earliest date possible, in accordance with the starting point of passenger's journey.

10.2.5 The travel is provided free of charge at the passenger's departure point, or at the nearest station to the point of departure and the passenger's arrival point, or at the nearest station to the point of arrival.

10.2.6 If the duration between the time of flight cancellation and the departure time of the newly offered flight time exceeds 8 hours or more, accommodation is provided free of charge. Transportation services between place of accommodation and airport is also supplied. In the circumstance that the passenger is not able to enter a country due to border regulations, the passenger will wait in the transit lounge or depending on the situation, stay at the airport hotel.

## **ARTICLE 11**

### **REFUNDS**

#### **11.1 GENERAL**

Upon failure by the 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 issued by the Carrier in accordance with this article and the Carrier's Regulations.

#### **11.2 PERSON TO WHOM A REFUND WILL BE ISSUED**

11.2.1 Except for in the cases indicated by the provisions in this article below, the Carrier shall be entitled to issue a refund either to the person named on the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory evidence.

11.2.2 If a Ticket has been paid for by a person other than the Passenger named on the Ticket, and the Carrier has indicated on the Ticket that there is a restriction on refunds, the Carrier shall issue a refund only to the person paying for the Ticket or upon that person's order.

11.2.3 Except in the case of lost Tickets, refunds will only be issued upon surrender to Carrier of the Passenger Coupon or Passenger Receipt, and the surrender of all unused Flight Coupons.

11.2.4 A refund issued to anyone presenting the Passenger Coupon or Passenger Receipt and all unused Flight Coupons and presenting themselves as a person to whom a refund may be issued in accordance with 11.2.1 or 11.2.2 shall be deemed a proper refund and shall discharge the Carrier from liability and any further claim or refund.

### **11.3 INVOLUNTARY REFUNDS**

If the Carrier cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at a point at which the Passenger is ticketed to Stopover or is their destination, is unable to provide previously confirmed space, or causes the Passenger to miss a connecting flight for which the Passenger holds a reservation, the amount to be refunded shall be:

11.3.1 If no portion of the Ticket has been used, an amount equal to the fare paid;

11.3.2 If a portion of the Ticket has been used, the refund will be the higher of either:

11.3.2.1 The one way fare (less applicable discounts and charges) from the point of interruption to the destination or point of next Stopover; or

11.3.2.2 The difference between the paid Ticket fare and the fare for the transportation used.

### **11.4. VOLUNTARY REFUNDS**

If the Passenger requests a refund of their ticket for reasons other than those set out in the paragraphs of this article, the amount of the refund shall be:

11.4.1 If any part of a ticket is not used, the ticket will be refunded in accordance with the fare rules.

11.4.2 If any part of a ticket has been used, the ticket will be refunded in accordance with the fare rules.

### **11.5 REFUNDS FOR LOST TICKETS**

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

11.5.1.1 The lost Ticket, or portion thereof, has not been used, previously refunded, or replaced;

11.5.1.2 The person to whom the refund is made undertakes, in such form as may be prescribed by the Carrier, to repay to the 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.

## **11.6 RIGHT TO REFUSE REFUND**

11.6.1 After the validity of the Ticket expires, the Carrier may refuse to issue a refund when application therefor is made later than the time stipulated in the Carrier's Regulations.

11.6.2 The Carrier may refuse to issue a refund for a Ticket which has been presented to the Carrier or to government officials of a country as evidence of intention to depart therefrom, unless the Passenger establishes to the Carrier's satisfaction that they have permission to remain in the country or that he or she will depart therefrom by another Carrier or another means of transport.

## **11.7 CURRENCY**

All refunds will be subject to governmental 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 issued.

Subject to the above provisions, refunds will normally be made in the currency in which the Ticket was paid for, but may be made in another currency in accordance with the Carrier's Regulations.

## **11.8 THOSE AUTHORIZED TO ISSUE REFUNDS**

Voluntary refunds will be issued only by the Carrier which originally issued the ticket or by its Agent, if so authorized.

## **ARTICLE 12**

### **CONDUCT ABOARD AIRCRAFT**

12.1 If the Passenger conducts themselves aboard the aircraft in such a way as to endanger the aircraft or any person or property onboard, obstructs the crew in the performance of their duties, fails to comply with any instruction of the crew, or behaves in a manner to which other Passengers may reasonably object, the Carrier may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the Passenger or removing them from the flight.

12.2 The Passenger must adhere to the announcements made onboard with regards to the use of portable radios, radio-controlled toys, walkie-talkies, mobile phones, laptop computers, tablet computers, PDAs, and CD, DVD, and MP3 players. The Passenger shall not operate any other devices on board without the Carrier's permission, with the exception of hearing aids and heart pacemakers which may be used.

12.3 The Passenger must remain seated with their seatbelt fastened as long as the "fasten seatbelt" sign is lit. Passengers are obliged to comply with the instructions of cabin crew and officers in this regard.

## **ARTICLE 13**



## **ARRANGEMENTS OFFERED BY THE CARRIER**

If in the course of concluding the contract of carriage by air the Carrier also agrees to make arrangements for the provision of additional services, the Carrier shall have no liability to the Passenger except for negligence on its part in making such arrangements.

## **ARTICLE 14**

### **ADMINISTRATIVE FORMALITIES**

#### **14.1 GENERAL**

The Passenger shall be solely responsible for complying with all laws regulations, orders, demands, and travel requirements of countries to be flown from, into, or over, and with the Carrier's Regulations and instructions. The Carrier shall not be liable for any aid or information given by any Agent or employee of the Carrier to any Passenger 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 for the consequences to any Passenger resulting from their failure to obtain such documents or visas, or to comply with such laws, regulations, orders, demands, requirements, rules, or instructions.

#### **14.2 TRAVEL DOCUMENTS**

The Passenger shall present all exit, entry, health, and other documents required by laws, regulations, orders, demands, or requirements of the countries concerned and permit the Carrier to take and retain copies thereof. The Carrier reserves the right to refuse carriage of any Passenger who has not complied with applicable laws, regulations, orders, demands, or requirements, or whose documents do not appear to be in order, or who does not permit the Carrier to take and retain copies thereof.

#### **14.3 REFUSAL OF ENTRY**

The Passenger agrees to pay the applicable fare whenever the Carrier, upon government order, 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 it is in transit or their destination. The Carrier may utilize any funds paid to the Carrier for unused carriage, or any funds of the Passenger in the possession of Carrier in the payment of such fare. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by the Carrier.

#### **14.4 RESPONSIBILITY OF PASSENGER FOR FINES, DETENTION COSTS, ETC.**

If the Carrier is required to pay or deposit any fine or penalty, or is to incur any expense due to 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, upon demand, reimburse the Carrier for any amount so paid or deposited and any expenditure so incurred. The Carrier may utilize any funds paid to Carrier for unused carriage, or any funds of the Passenger in the possession of Carrier towards such expenditure.

#### **14.5 CUSTOMS INSPECTION**

If required, the Passenger shall attend inspection of his or her Baggage, Checked or Unchecked, by customs or other government officials. The Carrier is not liable to the Passenger for any loss or Damage suffered by the Passenger through failure to comply with this requirement.

#### **14.6 SECURITY INSPECTION**

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

### **ARTICLE 15**

#### **SUCCESSIVE CARRIERS**

Carriage to be performed by several successive Carriers under one Ticket, or under a Ticket and any Conjunction Ticket issued in connection therewith, is regarded as a single instance of carriage.

### **ARTICLE 16**

#### **LIABILITY FOR DAMAGE**

16.1 Carriage hereunder is subject to the rules and limitations relating to liability established by the "Convention" unless said carriage is not international carriage to which the Convention applies.

16.2 In carriage which is not international carriage to which the Convention applies:

16.2.1 To the extent that Turkish legislation is applicable, the liability of the Carrier is subject to the provision of Turkish Civil Aviation Act no. 2920.

16.2.2 The Carrier shall be liable for Damage to a Passenger or their checked Baggage only if such Damage has been caused by negligence on the part of the Carrier. If there has been contributory negligence on the part of the Passenger, the Carrier's liability shall be subject to the applicable law relating to contributory negligence.

16.2.3 Except in the case of acts or omissions carried out with intent to cause Damage or recklessly and with knowledge that Damage would probably result:

16.2.3.1 The liability of the Carrier with respect to each Passenger for death or bodily injury shall be limited to the liability sum mentioned in the Convention which applies to the flight. However, if there is a different limit of liability under the regulation, that limit of liability shall be applied.

16.2.3.2 With respect to delays, the Carrier shall be under no liability except as stipulated in these Conditions of Carriage.

16.3 As long as not in contravention of the above and whether or not the Convention applies:

16.3.1 The Carrier is liable only for Damage occurring on its own flights. A Carrier issuing a Ticket or checking Baggage on the flights of another Carrier does so only as agent for said other Carrier. Nevertheless, with respect to Checked Baggage, the Passenger shall also have the right to take action against the first or last Carrier;

16.3.2 The Carrier is not liable for Damage to Unchecked Baggage unless such Damage is caused by negligence on the part of the Carrier. If there has been contributory negligence on the part of the Passenger, the Carrier's liability shall be subject to the applicable law relating to contributory negligence;

16.3.3 The Carrier is not liable for any 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;

16.3.4 Except in the case of acts or omissions carried out with intent to cause Damage or recklessly and with knowledge that Damage would probably result, the liability of the Carrier in the case of Damage to Checked Baggage shall be limited to:

a) If the flight is subject to the rules of the Warsaw Convention as amended by The Hague Protocol: 250 Poincare Francs per kilogram of Checked Baggage and up to 5,000 Poincare Francs per Passenger for Unchecked Baggage (in most countries' legislation, 250 Poincare Francs equate to \$20 (USD) and 5,000 Poincare Francs equate to \$400 (USD), or the equivalent in the local currency);

b) If the flight is subject to the Montreal Convention: SDR 1,519 per Passenger for lost, late delivered or damaged Checked Baggage.

If alternative limits of liability are present in the law, these alternative limits will apply. If the Baggage weight is not recorded on the Baggage Coupon, it is accepted that the total weight of Checked Baggage will not exceed the Free Baggage Allowance prescribed in the Carrier's Regulations for the related service class. If, in accordance with provision 9.7, an Excess Value Notification has been made for the Checked Baggage, the Carrier is liable to pay the amount to cover the value stated in the notification.

16.3.5 The Carrier's liability shall not exceed the amount of proven Damage. The Carrier shall furthermore not be liable for indirect or consequential Damages;

16.3.6 The Carrier is not liable for injury to a Passenger or for Damage to a Passenger's Baggage caused by property contained in said Passenger's Baggage. Any Passenger whose property causes injury to another person or Damage to another person's property or to the property of the Carrier shall indemnify the Carrier for all losses and expenses incurred by the Carrier as a result thereof;

16.3.7 The Carrier is not liable for Damage to fragile or perishable items, electronic equipment, money, jewelry, precious metals, silverware, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples, which are included in the Passenger's Checked Baggage. Once the Baggage is checked and accepted by the Carrier for a

flight to and from any destinations in the United States, limitations in this article shall not apply. However, all of the flights will remain subject to the Carrier's limit of liability as stipulated in the applicable laws.

16.3.8 If a Passenger is carried whose age or mental or physical condition is such as to present any hazard or risk to himself or herself, the Carrier shall not be liable for any illness, injury, or disability, including death, attributable to such condition or for the aggravation of such condition.

16.3.9 Any exclusion or limitation of liability of the Carrier shall apply to and be for the benefit of agents, employees, and representatives of the Carrier and any person whose aircraft is used by the Carrier and such person's agents, employees, and representatives. The aggregate amount recoverable from the Carrier and from such agents, employees, representatives, and persons shall not exceed the amount of the Carrier's limit of liability.

16.4 Unless expressly stipulated otherwise, nothing herein contained shall waive any exclusion or limitation of liability of the Carrier under the Convention or applicable laws.

## **16.5 SPECIAL AGREEMENT**

### **16.5.1. GENERAL**

The Carrier shall avail itself of the limitation of liability stipulated in the Convention for the Unification of Certain Rules Relating to International Transportation by Air signed in Warsaw on October 12, 1929, by the amendment protocol signed in The Hague, and in the Montreal Convention. However, Turkish Airlines (which is a party to the IATA InterCarrier Agreement (IIA) and/or Measures to Implement IATA InterCarrier Agreement (MIA) in accordance with Article 22(1) of the Convention and/or applies EEC Council Regulation 2027/97), shall not invoke the limitation of liability under Article 20 (1) and shall not avail itself of defense under Article 20(1) of the Convention with respect to such portion of claim which does not exceed SDR 113,100 for carriage performed by itself and for all international carriage to which the Warsaw Convention applies.

Turkish Airlines shall accept the liability regime stated in this article only for the carriage performed on behalf of itself or by itself, and does not impose any liability on another Carrier which performed part of the carriage, nor incur any liability for the part of the carriage performed by another Carrier.

The liability regime of Turkish Airlines applicable to the Passenger under IIA and MIA and ECC Regulation

2027/97 is stated below. The above-mentioned instruments will form the basis for resolution of any and all conflicts between the rules stated below, their interpretation or their application.

### **16.5.2 LIABILITY OF CARRIER**

A. In case the Passenger suffers death or bodily injury, the Carrier shall not avail itself of any defense that it has taken all necessary measures to avoid the Damage or that it was impossible for them to take such measures for Damages up to SDR 113,100.

B. Notwithstanding paragraph (A) above; if the Carrier proves that the Damage was caused by or contributed to by the negligence on the part of the deceased or injured person, the Carrier will be released from liability fully or partially in accordance with the applicable law.

C. Against such claims, the Carrier reserves all other defense rights stated in the Convention, other than those specified above in paragraphs (A) and (B) which waives the limit of liability of the Carrier and waives any liability defense up to SDR 113,100. The Carrier reserves its right of recourse against any third party, including the rights of indemnity or contribution.

D. Neither the waiver of limits nor the waiver of defense shall be applicable with respect to claims made by public social insurance or similar bodies, however asserted. If the flight is subject to the rules of the Warsaw Convention as amended by The Hague Protocol, such claims shall be subject to the limit in Article 22 (1) and to the defenses under Article 20 (1) of the Convention; if the flight is subject to the Montreal Convention, such claims shall be subject to the limit in Article 21 and to the defenses under Article 20 of the Convention. The Carrier will compensate the Passenger or his dependents for recoverable compensatory damages in excess of payments received from any public or social insurance or similar public bodies. (This provision is not applicable to social insurance or similar public bodies of the United States.)

E. Law of domicile of the Passenger is not applicable to claims made in accordance with this private agreement, and the right of fifth jurisdiction is not recognized.

#### 16.5.3 ADVANCE PAYMENT

A. No later than fifteen days after the identity of the natural person entitled to compensation has been established, Turkish Airlines shall make advance payment to meet the immediate economic needs of said person, proportional to the hardship suffered.

B. Without prejudice to paragraph (A) an advance payment shall not be less than SDR 15,000 per Passenger in the event of the death of the Passenger.

C. An advance payment shall not constitute recognition of liability and shall be offset against any subsequent sums paid on the basis of Carrier liability.

D. If it is proved that the Damage was caused by or contributed to by negligence on the part of the injured or deceased Passenger; that the Damage was caused or contributed to by negligence on the part of the person who received the advanced payment; or that the person who received the advance payment was not the person entitled to compensation; the Carrier will be exonerated wholly or partly from its liability in accordance with applicable law. In such cases the advance payment shall be returned. Advance payment shall not be returned in any other case.

## **ARTICLE 17**

### **TIME LIMIT ON CLAIMS AND ACTIONS**

### **17.1 NOTICE OF CLAIMS**

No action shall lie in the case of Damage to Checked Baggage unless the person entitled to delivery complains to the Carrier forthwith after the discovery of the Damage, and at the latest, within seven days from the date of receipt; and in the case of delay, unless complaint is made within twenty-one days at the latest as of the date on which the Baggage was delivered. Every complaint must be made in writing and dispatched within the time limits above.

### **17.2 LIMITATION OF ACTION**

Any rights to damages shall be waived if an action is not brought within two years as of 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 carriage stopped.

## **ARTICLE 18**

### **MODIFICATION AND WAIVER**

No agent, employee, or representative of the Carrier has authority to alter, modify, or waive any provision of these Conditions of Carriage.

### **REFERANCE LANGUAGE**

These Conditions of Carriage are reproduced in several languages. If there is any inconsistency between the Turkish text and a non-Turkish text, the Turkish text will apply unless applicable local law requires otherwise.

**NAME OF CARRIER:** Turkish Airlines **ABBREVIATION OF NAME:** TK **DATE OF PUBLICATION:** JULY 24, 2019