



EMIRATES

CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE

**(Note: If you are outside of Spain, other Conditions of Carriage will apply:
see www.emirates.com)**

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INTRODUCTION

If you have been issued with a ticket for carriage by air by Emirates, you will have a contract of carriage with Emirates. That contract gives you the right to be carried on a flight or series of flights and its terms are governed by:

- the terms and conditions of contract of the Ticket;
- these Conditions of Carriage (provided you are located in, and begin your travel in Spain);
- applicable Tariffs; and
- our Regulations.

Contents

ARTICLE 1 — WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS ...	3
ARTICLE 2 — WHEN THESE CONDITIONS ARE APPLICABLE	5
ARTICLE 3 — TICKETS	6
ARTICLE 4 — FARES, TAXES, FEES, CHARGES AND EXCEPTIONAL CIRCUMSTANCES SURCHARGES	9
ARTICLE 5 — RESERVATIONS	10
ARTICLE 6 — CHECK-IN AND BOARDING.....	12
ARTICLE 7 — REFUSAL AND LIMITATION OF CARRIAGE	13
ARTICLE 8 — BAGGAGE	19
ARTICLE 9 — SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS AND DENIED BOARDING	24
ARTICLE 10 — REFUNDS.....	26
ARTICLE 11 — CONDUCT ABOARD AIRCRAFT	28
ARTICLE 12 — SERVICES PROVIDED BY OTHER COMPANIES	29
ARTICLE 13 — TRAVEL DOCUMENTS, CUSTOMS AND SECURITY INSPECTIONS ...	30
ARTICLE 14 — SUCCESSIVE AIRLINES	31
ARTICLE 15 — LIABILITY FOR DAMAGE.....	31
ARTICLE 16 — TIME LIMITS FOR BAGGAGE CLAIMS, PROCESSING OF BAGGAGE CLAIMS, AND TIME LIMITS FOR ALL ACTIONS FOR DAMAGES	35
ARTICLE 17 — REGULATION (EC) 261/2004 CLAIMS PROCESS	36
ARTICLE 18 — OUR REGULATIONS	37
ARTICLE 19 — GENERAL.....	37
ARTICLE 20 — ALTERNATIVE DISPUTE RESOLUTION PROCEDURE	38

ARTICLE 1 — WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS

“We”, “us”, “our” means Emirates.

“You”, “your”, “yourself” means any person (whether adult, child or infant) holding a Ticket to be carried in an aircraft, except members of the crew. See also the definition of “Passenger”.

“Airline Designator Code” means the two-characters or three letters which identify particular airlines.

“Authorised Agent” means a passenger sales agent we have appointed to represent us in the sale of carriage on our services.

“Baggage” means your personal property accompanying you on your trip consisting of both your Checked Baggage and Unchecked Baggage.

“Baggage Check” means those parts of your Ticket which relate to the carriage of your Checked Baggage.

“Baggage Identification Tag” means a document we give you to identify your Checked Baggage.

“Boarding Pass” means the document that is issued to you as evidence that you have checked-in for a flight.

“Checked Baggage” means Baggage we take into our custody and for which we have issued a Baggage Check or a Baggage Identification Tag or both.

“Check-in Deadline” means the time limit set by us by which you must have completed check-in and received your Boarding Pass.

“Conditions of Carriage” means these conditions of carriage.

“Conjunction Ticket” means a Ticket issued to you in relation to another Ticket which together constitute a single contract of carriage.

“Convention” means whichever of the following apply:

- (a) the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999 (the “**Montreal Convention**”);
- (b) the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on 12 October 1929 (the “**Warsaw Convention**”);
- (c) the Warsaw Convention as amended at The Hague on 28 September 1955;
- (d) the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
- (e) the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
- (f) the Warsaw Convention as amended at The Hague and as amended by Additional Protocol No. 4 of Montreal (1975);
- (g) the Guadalajara Supplementary Convention (1961); or
- (h) any other applicable protocols or conventions and any enabling legislation.

“Coupon” means a document marked Flight Coupon or Passenger Coupon issued by us or our Authorised Agent as part of your Ticket.

“Damage” includes but is not restricted to, death, wounding or bodily injury to a Passenger; loss or damage to a Passenger or their Baggage caused by delay and any loss, partial loss, theft or other damage of Baggage, arising out of or in connection with, either carriage on flights we operate or other services we perform.

“Day” means any of the seven days of the week. For the purpose of sending notices, we will not count the day on which a notice is sent. For the purpose of determining whether a Ticket is valid, we will not count the day on which the Ticket was issued or the day the first flight began.

“e-Ticket Receipt/Itinerary” means a document or documents we or our Authorised Agent issues to you and delivered to you by email (or any other electronic means), by hand, by mail, or by courier.

“EU 261” means Regulation (EC) No. 261/2004 dated 11th February 2004 which sets out common rules on compensation and assistance to passengers in the event of denied boarding and cancellation or long delay of flights.

“Event Beyond the Passenger’s Control” means an unusual and/or unforeseeable event or circumstance beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.

Events or circumstances that are not unusual and/or unforeseeable include, but are not limited to: (i) not possessing valid travel documents for any country you may seek to enter as a point of destination or transit; (ii) a pre-existing medical condition of you or anyone travelling with you or a close family member or partner of which you were aware or should have been aware with the exercise of due care at the time of issue of your ticket (including any serious illness); (iii) failure to arrange reliable transportation or to leave adequate time to complete your journey to an airport in order to arrive at least 180 minutes (or such longer period as may be specified at time of issue of your Ticket) prior to the scheduled departure time of your flight; (iv) failure to leave adequate time between the scheduled time of arrival of a connecting flight and the scheduled departure time of your flight; (v) booking a Ticket knowing that you will be unable to be carried on one or more flight segments; (vi) being refused carriage because of application of these Conditions of Carriage (such as Article 7); and (vii) any commitment relating to your employment or business or personal life.

For the avoidance of doubt, an Event Beyond the Passenger’s Control does not include any circumstance related to your ability to arrive at the airport on time for your flight.

“Flight Coupon” means a document, marked as such, issued by us or our Authorised Agent as part of your Ticket showing the places of departure and destination between which you are entitled to be carried or, alternatively, an electronic entry within our reservations database recording your booking for carriage on a particular flight.

“IATA” means the International Air Transport Association.

“ICAO” means the International Civil Aviation Organisation.

“Immediate Family” means your spouse, your children (including adopted children), your parents, your brothers and sisters, your grandparents, your grandchildren, your parents-in-law, your brothers and sisters-in-law and your sons and daughters-in-law.

“Package Travel Directive” means Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements.

“Passenger” means any person, except members of the crew, entitled by a Ticket to be carried in an aircraft. See also the definition for “you”, “your”, “yourself”.

“Passenger Coupon” and **“Passenger Receipt”** mean a document marked as such issued by us or our Authorised Agent as part of your Ticket.

“Regulations” means the rules we have for certain aspects of carriage of Passengers and their Baggage which are described or referred to in more detail in Article 18.

“SDR” means Special Drawing Right as defined by the International Monetary Fund.

“Stopover” means a scheduled stop on your journey between the place of departure and the place of destination.

“Tariff” means fares, fare rules, charges and Conditions of Carriage we file with airline global distribution systems, in our reservation system and, where required, with the government authorities.

“Ticket” means an electronic ticket or document evidencing the confirmed reservation which has been issued by us or an Authorised Agent and which entitles the named Passenger to travel on the flight(s) identified on it.

“Unchecked Baggage” means your Baggage, other than your Checked Baggage, which is carried by you aboard the aircraft.

“U.S.A.” means the United States of America.

ARTICLE 2 — WHEN THESE CONDITIONS ARE APPLICABLE

2.1 General

Except as provided in Article 2.3, these Conditions of Carriage form part of your contract of carriage with us and apply to your flights or flight segments where “Emirates” or our Airline Designator Code “EK” is shown as the carrier on your Ticket, and in any case where we have a legal liability to you in relation to your flight. If you are located outside of Spain, other Conditions of Carriage will apply: see www.emirates.com/.

2.2 Code shares

On some services we have arrangements with other airlines known as code shares. This means that even if you have a reservation with us and hold a Ticket showing the “EK” Airline Designator Code for the flight, another airline may operate the aircraft.

If such arrangements apply to your carriage, we will advise you of the name of the airline operating the aircraft at the time you make your reservation with us or, if made through an Authorised Agent, we will ensure that the Authorised Agent gives you such information.

For code share flights operated by another airline, these Conditions of Carriage will apply, except that the conditions of carriage of the operating carrier will apply to all operational and procedural aspects of the flight (for example baggage acceptance, check-in and boarding, refusal and limitation of carriage, conduct aboard aircraft, and schedules, delays and cancellation of flights) and these may differ from these

Conditions of Carriage.

2.3 Overriding law

These Conditions of Carriage do not apply to the extent they are inconsistent with any Tariff or laws which apply to your carriage.

If any of these Conditions of Carriage are invalid, illegal or unenforceable, they will be read down to the extent necessary to ensure that it is not invalid, illegal or unenforceable. If that is not possible, it will be severed from these Conditions of Carriage and the other conditions will still apply.

2.4 Conditions prevail over Regulations

If these Conditions of Carriage are inconsistent with any of our Regulations, these Conditions of Carriage will apply. If part of one of our Regulations becomes invalid in this way, the other parts of our Regulations will still apply.

ARTICLE 3 — TICKETS

3.1 General

3.1.1 We will provide carriage only to persons who:

- (a) possess a valid Ticket (including the necessary valid Coupons);
- (b) are named as the Passenger on the Ticket; and
- (c) produce a valid passport in the same name as the Ticket.

3.1.2 You will be not entitled to be carried on a flight unless you present a valid Ticket containing:

- (a) a Flight Coupon for that flight;
- (b) all other unused Flight Coupons; and
- (c) the Passenger Coupon.

3.1.3 For the purposes of the Conventions, an e-Ticket Receipt/Itinerary is deemed to serve as a passenger ticket and a baggage check/document of carriage.

3.1.4 You cannot transfer your Ticket to another person unless you have the right to do so under applicable law (including national law implementing the Package Travel Directive).

3.1.5 Some of our Tickets are sold at special fares which may be partially or completely non-refundable. It is your responsibility, when making your reservation, to consult the conditions applicable to the use of your Ticket. You should also ensure that you have appropriate insurance to cover instances where you are unable to make use of such a Ticket.

3.1.6 The Ticket is and remains at all times our property if issued by us or our Authorised Agent. If the Ticket has been issued by, or on behalf of, another airline, it is and remains the property of that airline.

3.2 Period of validity

3.2.1 Unless otherwise specified in the Ticket, in these Conditions of Carriage, or any Tariffs which apply, a Ticket is valid for:

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

- (b) one year from the date you first travelled using the Ticket provided your first flight took place within a year of the date of issue.

3.2.2 If you are prevented from travelling within the period of validity of the Ticket because at the time you request a reservation we are unable to confirm a reservation, we shall have no liability to you whatsoever except for:

- (a) extending the validity period of the Ticket; or
- (b) giving you a voluntary refund under Article 10.3.

3.2.3 If, after you have begun your carriage, a person you are travelling with on one of our flights dies en route, we may modify your Ticket either by waiving any Ticket restriction requiring you to stay a minimum period at a Stopover, or by extending the validity of your Ticket for a period up to 45 Days. No such modification will be made unless we are provided with a valid death certificate or alternative evidence satisfactory to us.

3.3 Non-use of Ticket

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

3.4 Events Beyond the Passenger's Control, Death and Serious Illness

3.4.1 If you are prevented from travelling because of an Event Beyond the Passenger's Control, provided you promptly notify us and provide us with adequate and satisfactory evidence of such Event Beyond the Passenger's Control we will:

- (a) entitle you to change your flight without recalculation of the fare or change fee; or
- (b) if you have a completely unused Ticket that is partly or completely non-refundable, provide you with a credit for travel on us for the non-refundable part of the fare valid for 12 months; or
- (c) if you have a fully refundable ticket, provide you with a refund calculated in accordance with Article 10.2.

3.4.2 If you or a member of your Immediate Family dies and you provide us with a valid death certificate or alternative evidence satisfactory to us, if requested, you will be entitled to:

- (a) if you have not begun your journey and used any part of your Ticket, either: (i) a refund calculated in accordance with Article 10.2; or (ii) a free date change for the unused Flight Coupons of your Ticket (within 45 Days of your original flight date); or
- (b) if you have begun your journey and used any part of your Ticket; either: (i) a partial refund on the unused part of your Ticket calculated in accordance with Article 10.2; or (ii) a free date change for the unused Flight Coupons of your Ticket (within 45 Days of your original flight date).

3.4.3 You will be entitled to change your flight without recalculation of the fare or change fee if you are prevented from travelling due to serious illness provided:

- (a) you give us an acceptable official medical certificate before the scheduled date of departure of your flight stating the facts of your serious illness and when you will be fit to travel;
- (b) your new date of travel is within 30 Days of the scheduled date of departure of the original flight; and
- (c) a seat is available in the class for which you hold a Ticket.

If you were travelling with Immediate Family members when you fell seriously ill, we may extend the validity period of their Tickets for a similar period.

3.5 Sequence of Flights

3.5.1 For the purposes of this Article 3.5:

- (a) “**Starting Point**” means your first airport of departure as specified on your Ticket or e-Ticket Receipt/Itinerary; and
- (b) “**Final Destination**” means your final destination as specified on your Ticket or e-Ticket Receipt/Itinerary.

3.5.2 Your Ticket is valid only for the order of carriage shown on your Ticket or e-Ticket Receipt/Itinerary from your Starting Point via any Stopover(s) to the your Final Destination at the times and dates shown. The Starting Point, Stopover(s) and Final Destination form an essential part of our contract with you.

3.5.3 Unless you meet the requirements of either Article 3.5.3, Article 3.5.4 or Article 3.5.5, your Ticket will not be honoured and your remaining flight bookings will be cancelled if you do not use all of your Flight Coupons in the order specified in your Ticket or e-Ticket Receipt/Itinerary.

3.5.4 You must contact us or our Authorised Agent as soon as possible if you miss a flight on your Ticket or e-Ticket Receipt/Itinerary and unless you meet the requirements of Article 3.6.4 below, pay any revised amount necessary to revalidate your remaining Ticket or e-Ticket Receipt/Itinerary.

3.5.5 In case of tickets originating from Spain (purchased through emirates.com/es; Emirates’ ticket offices in Spain; Emirates’ call centre provided you are a resident of Spain; or travel agencies located in Spain), passengers who do not utilize one or more of their flights but would still like to take any of the remaining flights as originally booked without any change of the fare and routing, must inform Emirates at least 24 hours prior to the departure of the flight(s) they are not going to use, by calling exclusively the phone number +34 91 275 7792. Failing to do so, Emirates, subject to seat availability, may charge the difference of the original fare and the highest fare in the same class at the time of ticket reissuance.

3.5.6 You must contact us or our Authorised Agent in advance if you want to change all or part of your Ticket or e-Ticket Receipt/Itinerary. In the event you wish to change your Ticket or e-Ticket Receipt/Itinerary, we will calculate the revised fare for your new Ticket or e-Ticket Receipt/Itinerary and you will have the option to either:

- (a) pay the revised amount (including any applicable fees) for the changes you wish to make to your Ticket or e-Ticket Receipt/Itinerary; or
- (b) keep the original flights on your Ticket or e-Ticket Receipt/Itinerary.

3.5.7 We will only accept you for carriage in the class of service on the date and flight specified on your Ticket or e-Ticket Receipt/Itinerary if you have a valid reservation. If a Ticket or e-Ticket Receipt/Itinerary has been issued without a reservation being made at the time of issue, space may be reserved later subject to:

- (a) our Tariff;
- (b) any applicable Ticket restrictions; and
- (c) the availability of space appropriate to the fare paid on the flight requested.

3.6 Our name and address on Tickets

Our name may be abbreviated to the “EK” Airline Designator Code in the Ticket. Our address is Emirates Group Headquarters, Airport Road, P.O. Box 686, Dubai, United Arab Emirates.

ARTICLE 4 — FARES, TAXES, FEES, CHARGES AND EXCEPTIONAL CIRCUMSTANCES SURCHARGES

4.1 Fares

4.1.1 The fare paid for your Ticket covers carriage of you and your Baggage from the airport at the place of departure to the airport at the place of destination via specified Stopovers at the times and on the dates specified in the Ticket, unless we say otherwise.

4.1.2 Unless we state otherwise, the fare does not include ground carriage between airports or between airports and town terminals.

4.1.3 The fare for your Ticket has been calculated according to our Tariff as applied on the date payment was made for your Ticket. If you change the itinerary or the dates of your journey, this may affect the price that you have to pay for the Ticket.

4.2 Taxes, fees and charges

4.2.1 You must pay any applicable taxes, fees and charges imposed on us by a government, operator of an airport or other authority in respect of your carriage or use of any services or facilities (“**Taxes**”).

4.2.2 When you buy your Ticket, we will tell you about Taxes not included in the fare, which normally will be shown separately on the Ticket.

4.2.3 Taxes change constantly and can be imposed or modified after the date of purchase of your Ticket. You must pay to us any Taxes imposed or increased after your Ticket has been purchased.

4.2.4 If your Ticket has been purchased from our Authorised Agent who omitted to give details of all applicable Taxes and such Taxes were not or only partly paid, you must pay the relevant amount at the airport of departure.

4.2.5 Please ask us or our Authorised Agent for details of how to claim a refund of any Tax you have paid when:

- (a) such Tax is abolished or reduced after the date of purchase of your Ticket and is no longer applicable to all or part of your carriage; or
- (b) you do not use your Ticket.

4.3 Exceptional circumstances surcharges

4.3.1 In exceptional circumstances, we may be subject to (i) charges imposed on us by third parties which are of a type or amount not normally applicable to our operations (for example, insurance premium supplements or additional security costs triggered by unlawful interference with civil aviation); or (ii) significant increases in operational costs (for example, fuel charges) which are beyond our control. Where such charges relate to your carriage, we will (to the extent permitted by law) be entitled to require you to pay us, as fare surcharges, all such charges attributable by us to your carriage.

4.3.2 In the event that you choose not to pay a fare surcharge, you shall receive an involuntary refund of your Ticket in accordance with the provisions of Article 10.2, in which case we will have no other liability to you.

4.3.3 If any exceptional circumstances surcharge ceases to apply to all or part of your carriage, or a lesser amount is due, a refund can be claimed in respect of any such surcharge which has been paid. Please ask us or our Authorised Agent for details of how to claim such refund.

4.4 Currency

You must pay the fare, taxes, fees, charges and exceptional circumstances charges in the currency of the country where the carriage commences, unless we or our Authorised Agent require payment in a different currency. We may decide to accept payment in another currency.

ARTICLE 5 — RESERVATIONS

5.1 Reservation requirements

5.1.1 Some fares have conditions attached to them which limit or exclude your right to change or cancel reservations. Details of any such conditions will be provided at the time of booking. Additional protection can usually be obtained by purchasing insurance from a private company.

5.1.2 If you have a medical condition or other condition which may require you to receive medical assistance or special assistance during embarkation, disembarkation or aboard an aircraft (for example, the circumstances set out in Articles 7.3 to 7.5):

- (a) you must tell us at the time of booking;
- (b) your booking will be logged in our system as provisional; and
- (c) your booking will be converted to a confirmed reservation by us once we are satisfied that you have received any medical clearance required under Article 7 and all conditions attached to such clearance have, or will be, complied with by you.

If you are flying to or from U.S.A., local rules may mean that you do not need to comply with all or part of this requirement. For more information, please contact us or visit <https://www.emirates.com/us/english/>.

5.1.3 If Articles 7.3, 7.4 or 7.5 apply to you, we may not accept your booking if your reservation is not made through our call centre at least:

- (a) 48 hours before flight departure in the case of Articles 7.3.2(a) and (b); or
- (b) 96 hours before flight departure in the case of Article 7.3.2(c).

5.2 Payment requirements

5.2.1 We will cancel your reservation and may allocate your seat to another Passenger if you do not pay the applicable fare (and applicable Taxes and surcharges) for the Ticket prior to the ticketing time limit notified to you by us or our Authorised Agent.

5.2.2 We will cancel your reservation if you have not paid any amounts outstanding to us at the time of check-in and/or boarding. For the avoidance of doubt, this may include any amounts that you owe us for other tickets or products/services that we have provided to you.

5.2.3 We will have no liability to you in the event that we cancel your reservation and deny you carriage in accordance with this Article 5.2 except to provide a refund, which will be deemed as a voluntary refund, in accordance with Article 10.3.

5.3 Personal data

You understand that we may collect, use and share personal information in connection with your carriage. Our Privacy Policy located at www.emirates.com explains: what personal information we collect and when and why we use it; the legal basis for using personal information; how we share personal information with others; how we use personal information for marketing purposes, profiling and analytics; where personal information is transferred globally; how we protect and store personal information; how we use cookies; the legal rights available to help manage your privacy; and how to contact us if you have any questions related to privacy.

5.4 Seating and onboard features

5.4.1 We cannot guarantee that you will be able to sit in any particular seat (even if you requested or were allocated a specific seat). We reserve the right to change your seat allocation at any time, including after boarding.

5.4.2 We do not guarantee that any particular aircraft type will be used for your carriage or a particular seat layout will be available. As such, the features, services and facilities provided by us (including your seat and the availability of other onboard features) are also not guaranteed.

5.5 Aircraft

5.5.1 We will try to provide the aircraft specified in our timetable (or specified to you at the time of issue of your Ticket) for your carriage. We cannot guarantee any particular aircraft will be used. We can change the aircraft on which you will be carried, whether for operational, safety, security reasons or otherwise.

5.5.2 It may be necessary for us temporarily to supplement our fleet with aircraft operated for us by another airline. In such circumstances, we or our Authorised Agent will: (i) inform you of such a change and the identity of the operator of the supplemental aircraft (if not us); and (ii) try to ensure that you receive the same level of in-flight service, entertainment, and baggage allowance advertised for your flight, but we cannot guarantee that this will always be possible.

5.6 Reconfirmation of reservations

5.6.1 We will inform you if you have to reconfirm onward or return reservations.

5.6.2 If we do require you to reconfirm your reservation and you fail to do so:

- (a) we may cancel all of your onward or return reservations;
- (b) no refund of the fare paid will be available in respect of such cancelled reservation unless permitted by the conditions applicable to your Ticket;
- (c) we may reinstate your reservation at your request and carry you if there is space on the flight to which your cancelled reservation related; and
- (d) if there is no space available on this flight, we will try to carry you on another of our flights to your next or final destination, but we are not obliged to do so.

5.6.3 You should check the reconfirmation requirements of any other airlines involved in your carriage with them and, where necessary, reconfirm with the airline whose Airline Designator Code is entered in the Ticket for the flight in question. We will have no liability to you if another airline cancels one or more reservations because you failed to reconfirm that reservation.

5.7 Cancellation of onward reservations

5.7.1 We may cancel the unused part of your reservation and not carry you if:

- (a) you do not check-in for any flight;
- (b) you fail to comply with the Check-in Deadline; or
- (c) having checked-in, you fail to present yourself at the boarding gate with your Boarding Pass within the time limit specified by us at check-in.

5.7.2 Provided you have complied with the requirements of Article 3.5, we will not cancel your unused reservations pursuant to Article 5.7.1 if you tell us that you do not intend to use any part of your reservation before:

- (a) check-in has closed for the relevant flight; or
- (b) before the boarding gate closes if check-in formalities have been completed.

5.7.3 We will not be liable to you for any loss, damage or expense whatsoever resulting from your failure to comply fully with the requirements of Articles 5.6 and 5.7.

ARTICLE 6 — CHECK-IN AND BOARDING

6.1 Check-in deadlines

You must present yourself for check-in no later than:

- (a) 1.5 hours (90 minutes) for First or Business Class; and
- (b) 3 hours for Premium Economy or Economy Class,
prior to the scheduled departure time of your flight.

6.2 The Check-in Deadline for your first flight

We or our Authorised Agents will tell you of the Check-in Deadline for your first flight with us if it is longer than the normal limit specified in Article 6.1. Check-in Deadlines are different at some airports. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines by consulting our timetable and our website www.emirates.com and you can also ask us or our Authorised Agents.

6.3 You must arrive at your boarding gate on time

You must be present at the boarding gate not later than the time specified by us at the time you check-in. You will be refused carriage and your Checked Baggage will be off-loaded from the aircraft if you fail to arrive at the boarding gate on time. See also Article 5.7.

6.4 We are not liable if you fail to meet deadlines

We will not be liable to you for any loss or expense whatsoever resulting from your failure to comply fully with this Article 6.

ARTICLE 7 — REFUSAL AND LIMITATION OF CARRIAGE

7.1 Our right to refuse carriage

We have the right to refuse to carry you or your Baggage on any flight (even if you hold a valid Ticket and have a Boarding Pass) if one or more of the following events has happened or we reasonably believe may happen:

7.1.1 such action is necessary in order to comply with any applicable government laws, regulations, orders or governmental policy;

7.1.2 you commit a criminal offence or reprehensible act during any of the operations of the flight or linked to the flight; including without limitation during your reservation; check-in, the embarkation/disembarkation on your flight, disembarkation from a connecting flight, or on board the aircraft;

7.1.3 you fail to observe safety or security regulations or instructions of any ground staff or crew member or obstruct or hinder the performance of their duties;

7.1.4 you use threatening, abusive, insulting or indecent words or behave in a threatening, abusive, insulting or indecent manner to any person, including ground staff, members of the crew or other Passengers;

7.1.5 carrying you or your Baggage may:

- (a)** endanger the safety, health, hygiene or security of the aircraft, other Passengers or members of the crew, or
- (b)** affect the comfort of any person in the aircraft;

7.1.6 you are intoxicated or under the influence of alcohol or drugs;

7.1.7 your mental or physical state, including any impairment caused by alcohol or drugs:

- (a)** presents a hazard or risk to yourself, or other Passengers, or the crew, or the aircraft, or any person or property in it, or
- (b)** will cause substantial annoyance or discomfort to other Passengers aboard the aircraft in the class in which you are booked or in which you have agreed to travel.

If you are flying to or from the U.S.A., application of local rules may mean that you do not need to comply with some of the requirements set out in this Article 7.1.7. For more information, please contact us or visit <https://www.emirates.com/us/english/>;

7.1.8 you refuse to allow a security check to be carried out on you or your Baggage;

7.1.9 you fail to provide satisfactory answers to security questions at check-in or the boarding gate;

7.1.10 you fail a security profiling assessment/analysis;

7.1.11 you tamper with or remove any security seals on your Baggage or security stickers on your Boarding Pass;

7.1.12 you fail to observe our safety, security or passenger comfort instructions concerning, for example, seating, storage of Unchecked Baggage, smoking, consumption of alcohol, use of drugs, dress, or use of electronic equipment (for example, mobile/cellular phones, laptop computers, tablets, wearable technology and smart watches, electronic games or transmitting devices);

7.1.13 you have made, or attempted to make, a bomb hoax, hijack threat or any other security threat;

7.1.14 you have: **(a)** not paid in full the applicable fare, taxes, fees, applicable charges or exceptional circumstances surcharges for your carriage; or **(b)** any outstanding debt to us which you have refused to settle before boarding;

7.1.15 you appear, in our exclusive opinion, to:

- (a)** not meet the visa requirements,
- (b)** not have valid or lawfully acquired travel documents,
- (c)** have acquired any travel documents or visa by fraudulent means,
- (d)** wish to travel to or enter a country through which you may be in transit for which you do not have valid travel documents or meet the requisite visa requirements,
- (e)** destroy your travel documents aboard the aircraft or between check-in and boarding, or
- (f)** refuse to allow us to copy your travel documents, or
- (g)** refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

7.1.16 we have been informed (orally or in writing) by immigration or other authorities of the country **(a)** you are travelling to; **(b)** through which you may intend to transit, or **(c)** in which you have a Stopover planned; that you will not be permitted entry to such country even if you have valid travel documents;

7.1.17 you fail, or refuse, to give us information in your possession or available to you which a governmental authority has lawfully asked us to give about you, or it appears to us that any such information you have given is false or misleading;

7.1.18 you present a Ticket that has been:

- (a)** acquired illegally,
- (b)** forged or falsified,
- (c)** altered without requisite authority,
- (d)** purchased from or issued by an entity other than us or our Authorised Agent, or
- (e)** reported to us as being mutilated, lost or stolen, or is a counterfeit;

7.1.19 you cannot prove that you are the person named in the Ticket;

7.1.20 you fail to comply with the requirements set forth in Article 3 concerning, for example, use of Flight Coupons in sequence;

7.1.21 you do not meet the requirements of Article 7.3;

7.1.22 you (or the person who is legally responsible for you, if you are a child) have failed to comply with the requirements of Article 7.7;

7.1.23 you, or someone for whom you are responsible who is travelling with you (for example, a child or infant) is not permitted by law, court order or bail conditions to leave the jurisdiction of the place of departure of the aircraft;

7.1.24 you are, or we reasonably suspect you are, in unlawful possession of drugs or other illegal substances;

7.1.25 you have, or we reasonably suspect you have, attempted to defraud us or our employees (for example with baggage fraud);

7.1.26 you have previously been refused carriage by another airline relating to your behaviour, or you have breached Article 11 on or in connection with a previous flight;

7.1.27 we have notified you that we would not at any time after the date of such notice carry you on our flights;

7.1.28 you have failed to pay for any goods or services purchased from us;

7.1.29 you fail to comply with the requirements of Article 11; or

7.1.30 you have previously behaved in a way mentioned above on or in connection with a previous flight.

See also Article 7, Article 10 and Article 19 concerning the consequences of being refused carriage and Article 19 concerning any decision we make about the application of Article 7.1 or Article 11 to you.

7.2 Reimbursement of costs

You will reimburse us for any costs we incurred resulting from:

- (a) repair or replacement of property lost, damaged or destroyed by you;
- (b) compensation we have to pay to any Passenger or crew member affected by your actions; and
- (c) delaying the aircraft for the purpose of removing you and/or your Baggage in you are refused carriage for any of the reasons set out in Article 7.1.

We may apply the value of any unused carriage on your Ticket, or any of your funds in our possession towards such payment or expenditure.

7.3 Fitness to fly

7.3.1 Before boarding the aircraft for carriage you must: (a) be reasonably satisfied that you are medically fit to fly; and (b) have no pre existing medical conditions that may impact you or others on the aircraft during your flight. If you have been told that you are fit to fly provided certain precautions are taken (for example, use of medication) it is your responsibility to ensure that all such precautions are taken before, during and after your flight. If requested by us, you must produce written evidence of your fitness to fly required by these Conditions of Carriage. To check if evidence of fitness to fly is required, see Articles 7.3.2 to 7.5. If you are flying to or from the U.S.A, see Article 7.3.4.

7.3.2 If doubt exists about your fitness to fly, you may not be accepted for carriage unless you have satisfied one of the following requirements:

- (a) no later than 48 hours before the flight, you provide us with a medical report issued within the past 10 Days by an appropriately qualified doctor, which confirms your fitness to travel on all flights on which you intend to travel;

- (b) no later than 48 hours before the flight, you provide us with a completed Medical Information Form (MEDIF - which is most useful where your fitness to fly is in doubt because of a recent illness, disease, treatment or operation) and we confirm that we are able to transport you; or
- (c) no later than 96 hours before the flight, you provide us with a Frequent Travellers Medical Card (FREMEC - which is most useful where your fitness to fly is in doubt due to a permanent or chronic illness or disease or you require long term medical treatment) and we confirm that we are able to transport you.

If you are flying to or from the U.S.A., you may be exempt from part or all of these requirements – see Article 7.3.4.

7.3.3 A permission to fly is required from our medical department at least 48 hours before your flight (or such shorter period as we in our absolute discretion may decide) if you may have a disease that either:

- (a) is believed to be actively contagious or communicable and life threatening to other Passengers or crew;
- (b) may cause or induce unusual behaviour, or a physical condition, which could have an adverse effect on the welfare and comfort of other Passengers or crew members;
- (c) is considered to be a potential hazard to the safety of the flight; or
- (d) may cause the flight to be diverted or perform an unscheduled stop.

For more information, please contact us or visit <https://www.emirates.com/es/english/before-you-fly/health/medical-information-form/>.

If you are flying to or from the U.S.A., you may be exempt from part or all of these requirements – see Article 7.3.4.

7.3.4 If you are flying to or from the U.S.A., application of local rules may mean that you do not need to comply with all or part of the requirements set out in Articles 7.3.2 and 7.3.3. For more information, please contact us or visit <https://www.emirates.com/us/english/>.

7.4 Carriage of pregnant Passengers and new-born children

7.4.1 If you are pregnant we will carry you after your 28th week of gestation only if you produce to us a medical report or letter, signed by an appropriately qualified doctor or midwife, stating: (a) whether you have a single or multiple pregnancy; (b) that your pregnancy is uncomplicated; (c) the estimated date of delivery; (d) the latest date your doctor expects you to be fit to travel; (e) that you are in good health and (f) that there is no known reason that would prevent you from flying.

7.4.2 You must submit a Medical Information Form (MEDIF) and obtain prior clearance from our medical department for travel in case of a complicated pregnancy (single or multiple), at any time, even if you meet the gestational age requirement.

7.4.3 We will not carry you: (a) in case of a single pregnancy, after the 36th week of gestation and (b) in case of a multiple pregnancy, after the 32nd week of gestation.

7.4.4 It is your responsibility to check if Article 7.4.1, 7.4.2 or 7.4.3 applies to you. If you fail to comply with its requirements or you provide incorrect information about your week of gestation, and you subsequently require in-flight medical assistance, or your flight is diverted so that you may receive medical

assistance, in connection with your pregnancy, you are liable to reimburse us any costs we incur of the type, for example, specified in Article 7.6 in accordance with the requirements of that Article.

7.4.5 Carriage of newly born infants will generally not be permitted until 7 Days after delivery. Please ask us or our Authorised Agent for further information.

7.5 Special assistance

7.5.1 Prior to issuing your Ticket you will need to obtain prior clearance from our medical department and comply with the applicable Regulations if you require special assistance because you:

- (a) are unable to feed yourself;
- (b) are unable to use the toilet unassisted;
- (c) are unable to move around or evacuate the aircraft cabin unassisted; or
- (d) have special needs requiring special equipment.

If you are flying to or from the U.S.A., you may be exempt from part or all of those requirements – see Article 7.5.6.

7.5.2 If your special assistance requirements change adversely after receiving clearance from our medical department, you must obtain a new clearance prior to your flight from our medical department or from your doctor (in accordance with Article 7.5.4) and comply with all of our applicable Regulations.

7.5.3 If you have been cleared for carriage by our medical department pursuant to Article 7.5.1, you will not subsequently be refused carriage on the basis of your special requirements unless you have failed to comply with these Conditions of Carriage including, for example, Articles 7.1 and 7.3.

7.5.4 An alternative to obtaining prior clearance from our medical department for the purposes of Articles 7.5.1 and 7.5.2 is provision to us at the time of ticketing of an original certificate signed by your doctor certifying that you are capable of completing your carriage safely without requiring extraordinary medical assistance in flight (for example, assistance necessary to feed yourself, or to use the toilet, or to evacuate the aircraft, or to administer medication or treatment to yourself).

7.5.5 You should advise us of your disability or need for special assistance when making your reservation and at the latest 48 hours prior to departure of your flight.

7.5.6 If you are flying to or from the U.S.A., application of local rules may mean that you do not need to comply with all or part of the requirements set out in this Article 7.5. For more information, please contact us or visit <https://www.emirates.com/us/english/>.

7.6 Passenger reimbursement of medical expenses

7.6.1 If you become ill during a flight because of (regardless of whether or not you were aware of it):

- (a) a condition pre-existing the flight; or
- (b) your pregnancy,

you will reimburse the costs incurred by us:

- (a) to treat you aboard an aircraft;
- (b) to transport you on the ground;
- (c) to assist in your admission to any jurisdiction or medical facility;
- (d) as a result of any treatment you receive from a third party; and/or

- (e) in diverting any aircraft.

7.6.2 In the event that we divert an aircraft to seek medical assistance, our obligations to you shall be fully discharged and we shall have no liability whatsoever to you. For the avoidance of doubt, Emirates shall owe you no obligation in respect of carriage from the place of medical diversion and the relevant sector(s) of your Ticket shall be forfeited by you.

7.6.3 In addition, you will also pay any costs we have incurred in diverting an aircraft to seek medical assistance if you have contravened Articles 7.3, or 7.4 or 7.5.

7.6.4 We may apply towards payment due to us from you under this Article 7.6 the value of any unused carriage on your Ticket or unused credits to your account with us, or any of your funds in our possession.

7.7 Carriage of unaccompanied children

7.7.1 You will not be accepted for carriage if you are under 5 years of age on the date the flight commences unless you are accompanied on the same flight and in the same compartment by an escort aged 16 years or more (or 18 years or more if the child under 5 years of age requires special attention, for instance by reason of a disability).

7.7.2 If you are between 5 and 15 years old (up to your 16th birthday), we can arrange for an escort, provided we receive notice at least 12 hours prior to travel and subject to certain conditions which can be found on <https://www.emirates.com/es/english/family/planning-your-family-trip/unaccompanied-minors/>.

7.7.3 If you are more than 5 years of age, but less than 12 years old on the date the flight commences, you will not be accepted for carriage unless:

- (a) you are accompanied at check-in by a parent, guardian or adult responsible for you who remains in the airport with an allocated member of our staff until you have boarded the aircraft and it has taken-off from the airport;
- (b) all necessary documentation has been completed and provided by your parent, guardian or adult responsible for you;
- (c) you have a confirmed reservation for your flight and it is not anticipated by us that the flight will terminate at a place other than its destination or make an unexpected stop at any other place due to weather or other operational conditions;
- (d) you can prove to us that you will be met at any Stopover airport by another parent, guardian or adult responsible for you (with full details of that person's identity) who will take responsibility for you for the full period of the Stopover;
- (e) any Stopover shall not exceed 8 hours in the case of Dubai International Airport or 4 hours in the case of any other airport; and
- (f) a parent, guardian or adult responsible for you will meet you and take custody of you at the destination airport.

7.7.4 In accordance with Instruction No 11/2019 from the Spanish Secretary of State for Security, which governs the procedure for granting consent to children travelling abroad, children under 18 years old who are Spanish nationals or residents of Spain and are travelling abroad without a parent or legal guardian must present a travel consent form signed by their parents or legal guardians and stamped by the competent organisation or official as per the applicable law.

7.8 On board services

For operational reasons, we make no guarantees that:

- (a) in-flight entertainment equipment, WiFi and advertised programmes will be available;
- (b) advertised equipment (including seats and their features) will be available;
- (c) advertised special meals or any other type of meals will be available and conform to their exact description because they have been prepared by third parties to our order;
- (d) advertised in-flight services will be available; or
- (e) the environment aboard our aircraft will be nut or nut produce free. We do not accept requests for nut free meals.

7.9 Ground services

We do not make any guarantees that:

- (a) equipment and services on the ground at airports including, for example, fast track services, transportation services, airport lounges and the facilities within those lounges will be available; or
- (b) ground services will always conform to their exact description.

However, if you are flying to or from the U.S.A., application of local rules may mean that certain equipment and services on the ground will be provided to passengers requiring special assistance. For more information, please contact us or visit <https://www.emirates.com/us/english/>.

See also Article 12 for other provisions concerning services provided by third parties.

7.10 Services and Transfers

Where we provide you with services or transfer services to/from your airport of departure or arrival (the “Service”), we will not be liable for:

- (a) loss, damage, costs and expenses caused by any delay in the operation of the Service (for example, where such delay results in you missing your flight);
- (b) any death or personal injury occurring during the Service unless you can prove that such death or personal injury resulted from our direct negligence; and
- (c) any damage to or loss of Baggage (including any theft or pilferage) during the Service unless you prove that such loss/damage resulted directly from our negligence. If you are able to prove that your Baggage has been damaged, lost, stolen or pilfered as a direct result of our negligence, our liability will be limited to the amount of US\$20 per kilogram.

ARTICLE 8 — BAGGAGE

8.1 Free Baggage allowance

You may carry some Baggage free of extra charge. Your free Baggage allowance and restrictions on size are shown in your Ticket or e-Ticket Receipt/Itinerary and are dependent on our Regulations in force on the date of your flight. For more information or a copy of our Regulations, please ask us or our Authorised Agents.

8.2 Excess Baggage

You will have to pay an extra charge for carriage of:

- (a) Baggage over your free Baggage allowance; and
- (b) any container with an animal inside unless the animal is a service animal.

For details of the rates applicable to carriage of excess Baggage, please ask us or our Authorised Agents.

8.3 Items you must not carry in your Baggage

8.3.1 You must not carry the following items in your Unchecked Baggage or your Checked Baggage:

- (a) items likely to endanger the aircraft, persons or property on board the aircraft. These include items specified in the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air, the IATA Dangerous Goods Regulations and our related Regulations;
- (b) items prohibited from being carried by applicable laws, regulations, orders or governmental policies of any country to be flown from, to or via;
- (c) items reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe, by reason of their weight, size, shape or character, which are fragile or perishable. In deciding if items are unsuitable for carriage, we will take account the type of aircraft being used;
- (d) items attracting any form of duty if you are travelling as an unaccompanied child under the age of 16;
- (e) war material; or
- (f) items listed on <https://www.emirates.com/es/english/before-you-fly/travel/dangerous-goods-policy/>.

Please ask us about any concerns you may have about the suitability of your Baggage before you arrive at the airport or if you have any doubt about whether any item constitutes war material.

8.3.2 You must not include in Checked Baggage: fragile or perishable items; valuable items (including, for example, money, jewellery, precious metals, works of art); computers; personal electronic devices; stored data; any medication or medical equipment which may be required in-flight or during your trip or which cannot be quickly replaced if lost or damaged; keys; and valuable documents (including, for example, business documents, passports and other identification documents, negotiable papers, securities deeds) or samples.

8.3.3 You must not include in your Unchecked Baggage: real, replica or toy weapons, arms and ammunition, explosives or anything containing explosives (for example, Christmas crackers, fireworks or fire crackers) and incendiary materials; knives of any kind/type/shape or size; letter openers; metal cutlery; catapults; slingshots, razor blades and straight razor blades (excluding safety razors and accompanying cartridge blades); tradesmen's tools; darts; scissors; nail files; hypodermic needles and syringes (unless required for medical reasons and accompanied by a medical certificate confirming the medical condition necessitating carriage); knitting needles; corkscrews; sporting bats and clubs (including, for example, baseball and softball bats, golf clubs, cricket bats but excluding tennis, badminton and squash racquets); hard sporting balls (including, for example, cricket, field, hockey or billiard, snooker or pool balls); billiard, snooker or pool cues; martial arts devices and any article which in our opinion, or the opinion of airport security staff, might be used as, or adapted for use as, a weapon with the potential to cause injury or incapacitation or to represent any other security or safety threat.

8.3.4 If an item of Unchecked Baggage becomes Checked Baggage (whether at your request or because we require it), you must immediately remove from it all items which are prohibited from inclusion in Checked Baggage by Article 8.3. If you ask us, we will try to supply you with a carrier bag if you do not

have another bag of your own. You may carry such items as Unchecked Baggage, but only if you comply with our requirements regarding contents and size and weight of Unchecked Baggage specified in Article 8.8.

8.3.5 We are not responsible for any item removed from your Checked Baggage or Unchecked Baggage and retained by airport security staff. It is your responsibility to:

- (a) check the security requirements applicable to your flight and departure airport prior to travel;
- (b) ensure that you obtain a receipt from the airport security staff for any personal items removed from your Baggage; and
- (c) make arrangements for collection of such items.

8.4 Firearms and dangerous items

8.4.1 If you wish to carry firearms, ammunition, antique weapons, swords, knives, bows, toy guns, replica weapons and explosives including items containing explosives (for example, Christmas crackers, fireworks or fire crackers) as Checked Baggage you must obtain:

- (a) all required clearances from the government authorities of the country of departure and the country of destination before commencing your carriage; and
- (b) approval from us no less than 3 Days before your flight (approval shall be at our sole discretion).

8.4.2 If accepted for carriage, firearms, weapons, explosives and ammunition shall be subject to the applicable ICAO and IATA regulations (including those specified in Article 8.3.1) and must be:

- (a) unloaded with the safety catch on; and
- (b) suitably packed and accompanied by all documents legally required by the countries of departure, destination and any Stopovers.

8.4.3 We will have no liability or responsibility where any item accepted under Articles 8.4.1 is removed from your Checked Baggage and/or retained or destroyed by security staff, government officials, airport officials, police or military officials or other airlines involved in your carriage.

8.4.4 Your firearms, weapons, ammunitions and explosives will never be carried in the cabin or cockpit of the aircraft.

8.5 Right to refuse carriage

8.5.1 We will refuse to carry Baggage or to continue carrying Baggage which contains any of the items in contravention of Article 8.3 or Article 8.4.

8.5.2 We will refuse to accept Baggage for carriage if we decide that it is unsuitable for carriage, whether because of its size, shape, appearance, weight, content, character, or for safety or operational reasons, or for the comfort of other Passengers. If you have any doubt about particular items, please ask for guidance from us or our Authorised Agents.

8.5.3 We may refuse to accept Baggage for carriage if we decide that it is not properly and securely packed in suitable containers. If you ask us, we will give you information about packing and containers acceptable to us.

8.5.4 We may refuse to carry Baggage for which you have refused to pay the extra charge defined in Article 8.2.

8.5.5 We may refuse to carry in the hold Baggage that has not been handed over by you prior to the Check-in Deadline.

8.6 Right of search, screen and x-ray

8.6.1 For reasons of safety, health and security, we may search, screen and x-ray your Baggage. We will try to search your Baggage while you are present. However, if you are not available we may search it in your absence. If you do not let us conduct all such searches, scans and x-rays, we will refuse to carry you and your Baggage.

8.6.2 You must allow security checks of your Baggage by government officials, airport officials, police or military officials and other airlines involved in your carriage.

8.6.3 If a search, screen or x-ray causes Damage to your Baggage, we will not be liable for the Damage unless it was caused solely by our negligence.

8.6.4 Please note that the security authorities of some countries require that Checked Baggage is secured in such a manner that it can be opened without the possibility of causing damage in the absence of the Passenger. It is your responsibility to make yourself aware of and comply with any such requirements.

8.6.5 If you are injured when being searched or scanned, or if the X-ray or scanner damage your Baggage, we will not be liable, unless the injury or damage was caused by our negligence.

8.7 Checked Baggage

8.7.1 You must put your name on each item of Checked Baggage.

8.7.2 When you check-in Checked Baggage, we will give you a Baggage Identification Tag for each piece of your Checked Baggage.

8.7.3 Checked Baggage will normally be carried on the same aircraft as you unless we decide for safety, health, security, operational reasons to carry it on another flight. If we carry your Checked Baggage on another flight, we may deliver it to the address you have provided, unless the law requires you to be present for customs clearance or the reason for carriage on another aircraft related to the size or weight of the Checked Baggage.

8.7.4 Unless we decide that your Checked Baggage will not be carried on the same flight as you, we will not carry your Checked Baggage if:

- (a) you fail to board the aircraft on which it is loaded; or
- (b) having boarded, you leave the aircraft before take-off or at a point of transit, without re-boarding.

8.7.5 We will only carry your excess Baggage on the same flight as you if:

- (a) there is suitable space available on the aircraft; and
- (b) you have paid the applicable extra charge for carriage of Baggage in excess of your free Baggage allowance.

8.7.6 You must ensure that your Checked Baggage is sufficiently robust and well secured to withstand the usual and normal rigours of carriage by air without sustaining damage (except for fair wear and tear).

8.8 Unchecked Baggage

8.8.1 We specify maximum dimensions and/or weight for Unchecked Baggage which must be small enough to fit:

- (a) under the seat in front of you; or
- (b) inside the overhead storage compartments in the cabin of the aircraft.

8.8.2 You must check in an Unchecked Baggage and pay any excess Baggage charges which may be due under Article 8.2 (if your free Baggage allowance has already been used up by other Checked Baggage) if your Unchecked Baggage:

- (a) exceeds the maximum dimensions or weights;
- (b) does not fit under your seat or in the overhead storage compartments; or
- (c) is considered unsafe for any reason.

8.8.3 If you have an item of Baggage (such as a highly valuable item, a musical instrument or diplomatic bag) which you wish to carry with us as Unchecked Baggage but it exceeds our size or weight limitations for Unchecked Baggage, you may purchase one or more additional seats (subject to availability) in the same class of travel as you for the purpose of storing such permitted item next to you during your flight; provided we agreed with you before you checked in to carry such Baggage in the aircraft cabin.

8.8.4 We will not carry any type of item which exceeds our size or weight limitations for Unchecked Baggage as Unchecked Baggage.

8.9 Collection and delivery of Checked Baggage

8.9.1 Unless Article 8.7.3 requires us to deliver your Checked Baggage to you, you must collect your Checked Baggage as soon as it is made available at your destination or Stopover. If you do not collect it within a reasonable time, we may charge you a storage fee. If you do not collect your Checked Baggage within 3 months from the date it is made available, we may dispose of it and retain for our benefit any proceeds of the disposal without notice or liability to you.

8.9.2 Only the person holding the Baggage Check and the Baggage Identification Tag can claim a piece of Checked Baggage. We accept no responsibility for checking the identity or authority of the person holding the Baggage Check and Baggage Identification Tag or for checking that he/she has any right to collection.

8.9.3 If the person claiming a piece of Checked Baggage cannot produce the required Baggage Check and Baggage Identification Tag, that person must prove that the Baggage is his or hers before we will allow collection. We accept no responsibility for making anything other than limited enquiries of the person claiming the Baggage when assessing the right to collection.

8.10 Animals

We will not accept an animal for carriage unless you have applied for, and obtained, our prior approval and you meet all of the following conditions and our applicable Regulations:

8.10.1 The animal must be properly crated (with necessary supplies of food and water) by you in a suitable container for carriage in the cargo hold of an aircraft in accordance with all applicable legal requirements. We reserve the right to determine the manner of carriage and to limit the number of animals which may be carried on a flight.

8.10.2 The animal is accompanied by, and we are shown, valid health and vaccination certificates, entry permits, transit permits, exit permits and other documents required by countries of departure, entry or transit.

8.10.3 You have paid the charges applicable to containers with animals inside, unless the animal is a service animal.

8.10.4 Unless carriage of your animal is covered by the liability rules of the applicable Convention, we will not be responsible for its loss, injury, sickness or death unless caused solely by our negligence.

8.10.5 If an animal is carried by us without being accompanied by all the certificates and permits required by Article 8.10.2:

- (a) we will have no liability to you for any loss you may suffer; and
- (b) you will pay or reimburse us (on request) for any fines, costs, losses or liabilities imposed on or incurred by us as a result of the absence the certificates or permits.

If you are flying to or from the U.S.A., application of local rules may mean that you do not need to comply with all or part of the requirements set out in this Article 8.10. For more information, please contact us or visit <https://www.emirates.com/us/english/>.

8.11 Passenger's Obligations

8.11.1 You must be fully aware of the content of all your Baggage.

8.11.2 You must not leave your Baggage unattended from the moment you pack it and not accept items from another Passenger or from any other person.

8.11.3 You should not travel with Baggage entrusted to you by a third party.

ARTICLE 9 — SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS AND DENIED BOARDING

9.1 Schedules

9.1.1 The flight times and durations shown in our timetables are solely intended to inform Passengers of the flights we offer and may change between the date of publication (or issue) and the date you actually travel. We do not guarantee flight times and flight durations to you and they do not form part of your contract of carriage with us.

9.1.2 Before we accept your booking, we or our Authorised Agent will tell you about the departure time of your flight and it will be shown on your Ticket or e-Ticket Receipt/Itinerary. We may need to change the departure time of your flight and/or the departure or destination airport after your Ticket or e-Ticket Receipt/Itinerary has been issued. It is your responsibility to give us or our Authorised Agent contact information so that we or that Authorised Agent can try to notify you of any such change.

9.1.3 You will be entitled to an involuntary refund in accordance with Article 10.2 if we change the departure time, departure airport and/or destination airport after your Ticket has been issued and:

- (a) the change is significant;
- (b) the change is not acceptable to you; and
- (c) we or our Authorised Agent cannot book you on another flight which you are prepared to accept.

Apart from this, we will have no liability to you for any loss or expense whatsoever.

9.2 Remedies for cancellation, rerouting and delays

9.2.1 Sometimes delays in departure times and the time taken for an aircraft to fly to a destination and/or cancellations occur because of circumstances beyond our control (for example, governmental actions, pandemics, bad weather or air traffic control delays or strikes). Further:

- (a) We shall have no liability to you in the event of any circumstances beyond our control except as expressly set out otherwise in these Conditions of Carriage.
- (b) We will take all reasonable measures necessary to avoid a material delay in carrying you and your Baggage. These measures may include using an alternative aircraft or arranging for a flight to be operated for us by an alternative airline, or both.

9.2.2 You will be entitled to one of the three available remedies set out in Articles 9.2.2(a) to (c) below if we cancel a flight; fail to operate a flight reasonably according to the schedule; fail to stop at your destination or Stopover destination; or cause you to miss a connecting flight with us or with another airline for which you hold a through booking/confirmed reservation and adequate time existed to make the connection after the scheduled time of arrival of your flight. We will consider your needs when we select from the three available remedies and such remedy selected by Emirates shall be made available without extra charge. See also Article 9.2.3 for limitations on your rights and our liability.

- (a) Remedy One - we will carry you and your Baggage as soon as we can on another of our flights on which space is available and, where necessary, extend the period of validity of your Ticket to cover that carriage.
- (b) Remedy Two - we will re-route you and your Baggage within a reasonable period of time to the destination shown on your Ticket on another of our flights or on the flight of another airline, or by other mutually agreed means and class of carriage. We will also refund you any difference between the fare, taxes, fees, charges and surcharges paid for your carriage and any lower fare, taxes, fees, charges and surcharges applicable to your revised carriage.
- (c) Remedy Three - we will give you an involuntary refund in accordance with Article 10.2.

9.2.3 The three remedies in Articles 9.2.2(a) to 9.2.2(c) do not affect any rights you may have under Article 15.6. Those remedies and rights represent the sole and exclusive remedies and rights available to you if your carriage is affected by one of the events listed in Article 9.2.

9.3 Denied boarding

9.3.1 If we cannot carry you in your ticketed class of service on a flight for which you have a confirmed reservation and have met all applicable check-in and boarding deadlines:

- (a) we will carry you on one of our later flights in your ticketed class of service or, if you choose, we will carry you on another of our flights in a different class of service. In the event of a downgrade from your ticketed class of service we will refund you the difference between the applicable fare, taxes, fees, charges and surcharges paid for your ticketed class of service and those applicable to the class of service in which you are actually carried;
- (b) if you choose, we will arrange for you to be carried on another airline so as to enable you to arrive at your destination within a reasonable time of your originally scheduled time of arrival. In such event, these Conditions of Carriage will continue to apply except that the operating carrier's conditions of carriage will apply to all operational and procedural aspects of the transferred flight; or
- (c) you may choose to receive an involuntary refund in accordance with Article 10.2.

This Article 9.3.1 will not apply if we refuse to carry you for reasons permitted by these Conditions of Carriage (see, for example, Articles 6.4, 7, 8, 11.5 and 13).

9.3.2 If Article 9.3.1 applies to you, we will pay to you any compensation due to you under applicable law and our denied boarding compensation policy, which is available on request.

9.3.3 Apart from your rights under this Article 9.3, we will have no liability to you for any loss or expense whatsoever. Please ask about our denied boarding compensation policy.

ARTICLE 10 — REFUNDS

10.1 General

10.1.1 We will refund the fare paid for your Ticket, or any unused part of it, together with applicable taxes, fees, charges and exceptional circumstances surcharges in accordance with this Article 10, our fare rules and our Tariffs.

10.1.2 Unless we say otherwise, we will only make a refund to the person who has paid for the Ticket.

10.2 Involuntary refunds

10.2.1 You will be entitled to a refund calculated in accordance with Article 10.2.2 only if we:

- (a) cancel your flight;
- (b) significantly delay your flight or amend your flight departure/arrival airport and Article 9.1.3 applies;
- (c) fail to carry you on a flight for which you have a confirmed reservation and have met the applicable Check-in Deadline and boarding deadline and you have not been refused carriage for reasons permitted by these Conditions of Carriage;
- (d) fail to stop at your destination or Stopover; or

- (e) cause you to miss a connecting flight in circumstances where you hold a confirmed reservation and adequate time existed to make the connection between the originally scheduled time of arrival of your flight and the departure time of the connecting flight.

10.2.2 Your refund will be calculated as follows:

- (a) **if no portion of your Ticket has been used:** an amount equal to the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid); or
- (b) **if a portion of your Ticket has been used:** an amount equal to the difference between the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid) and the correct fare (including taxes, fees, charges and exceptional circumstances surcharges) for travel between the points for which you have used your Ticket.

10.2.3 We will pay a refund according to Article 10.2 if we refuse you carriage for any of the reasons set out in Article 7.1 or terminate your carriage for any reason set out in Article 11.5, except that you will not be entitled to any refund for any flight for which you are refused carriage or on which any unacceptable behaviour occurred.

10.2.4 Apart from the refund provided in Article 10.2, we will have no liability to you for any loss or expense whatsoever. See also Article 7.2 and Article 11.5 (which permits us to use the value of any unused carriage on your Ticket to reimburse costs payable by you).

10.3 Voluntary refunds

10.3.1 If a refund of the fare for your Ticket is due for reasons other than those set out in Article 10.2, the refund will be:

- (a) **if no portion of your Ticket has been used:** an amount equal to the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid) less: (i) any applicable cancellation fees, if your Ticket is subject to restrictions; (ii) any reasonable service fees; and (iii) any fees, taxes, penalties, charges or liabilities we incur as a result of your booking or your refund.
- (b) **if a portion of the Ticket has been used:** an amount equal to the difference between the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid) and the correct fare (including taxes, fees, charges and exceptional circumstances surcharges) for travel between the points for which the Ticket has been used, less: (i) any applicable cancellation fees, if your Ticket is subject to restrictions; (ii) any reasonable service fees; and (iii) any fees, taxes, penalties, charges or liabilities we incur as a result of your booking or your refund.

10.3.2 For the avoidance of doubt, you will be entitled to a refund of the unpaid taxes, without deduction, in the event that you do not use a portion of your Ticket.

10.4 Right to refuse refund

10.4.1 We will not give a refund if you apply for it more than 2 years from the date of issue of the original Ticket.

10.4.2 We will not give a refund on a Ticket if, when you arrived in a country, you presented the Ticket to us or to government officials as evidence of your future intention to depart from that country, unless you can prove to us that:

- (a) you have permission to remain in the country; or
- (b) you will leave the country on another airline or by another means of transport.

10.4.3 We will not give a refund on a Ticket if:

- (a) it has been stamped by a governmental organisation as “Not to be Refunded”; or
- (b) it is a replacement for a lost or mutilated Ticket which was stamped as “Not to be Refunded” by a governmental organisation.

10.4.4 We will not give a refund on a Ticket for any flight on which you have been refused carriage (for any of the reasons set out in Article 7.1) or from which you have been removed (for any of the reasons set out in Article 11).

10.5 Currency

We will pay refunds in the same form and currency that was used to pay for your Ticket.

10.6 By whom Ticket refundable

We will pay a voluntary refund on a Ticket only if we or our Authorised Agents issued the Ticket.

10.7 Limitation of your rights

Unless we state otherwise in these Conditions of Carriage, the refund rights set out in this Article 10 represent your only rights against us if your carriage does not take place for any reason whatsoever. This means that we will have no other liability to you for any loss or expense whatsoever.

ARTICLE 11 — CONDUCT ABOARD AIRCRAFT

11.1 General

11.1.1 At all times during your carriage, you must not:

- (a) contravene the laws of any state which has jurisdiction over the aircraft; endanger, or threaten (whether by hoax threats or otherwise) the aircraft or any person or property;
- (b) injure or prejudice the health of other persons aboard the aircraft or create the risk or threat of injury or damage to health;
- (c) cause distress to, or be complained of as materially objectionable to, other persons aboard the aircraft (such conduct includes, for example, harassment, molestation, sexual assault or abuse);
- (d) cause, or be likely to cause, loss of or damage to our property or that of other persons aboard the aircraft;
- (e) obstruct, hinder or interfere with the crew in the performance of their duties; or
- (f) disobey any instruction or direction of the pilot-in-command, crew or the airline (whether oral or by notice) issued to secure the safety or security of the aircraft and of persons or property and/or the comfort or convenience of Passengers. This may include instructions concerning safety, security, seating, seat belts, smoking, consumption of alcohol or use of drugs, use of electronic equipment including, but not limited to, mobile/cellular telephones,

laptop computers, tablets, electronic games or transmitting devices (for example, radio controlled toys and walkie talkies).

11.1.2 See also Article 18 concerning decisions we make about the application of Article 11 to you.

11.2 On board alcohol

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

11.3 Smoking policy

Smoking is not permitted on any of our flights.

11.4 Photography

Taking photographs/videos of any person or of equipment onboard our aircraft or during the boarding/disembarking process is not permitted without the express permission of all persons in the photograph/video or the Captain of your flight. In addition, taking photographs/videos on our aircraft may be prohibited at any time on the instructions of the crew. Any member of the crew may request the deletion of images or videos taken unlawfully or without due consent.

11.5 Unacceptable behaviour

If we reasonably believe that you have failed to observe any of the duties placed on you by Article 11 or if one or more of the events listed in Article 7.1 has happened or we reasonably believe may happen:

- (a) we may report the matter to any relevant police or other enforcement authority;
- (b) we may take such measures as we consider necessary to prevent the continuation or repetition of the offending conduct including, for example, physical restraint and/or removal of you from the aircraft and/or refusal to carry you after a Stopover (whether made for the purpose of removing you from the aircraft or otherwise);
- (c) we may decide to refuse to carry you at any time in the future; and
- (d) you will reimburse us for any costs we incur in order to: (i) repair or replace property lost, damaged or destroyed by you; (ii) compensate any Passenger or crew member affected by your actions; and (iii) divert the aircraft for the purpose of removing you from the aircraft. We may use the value of any unused carriage on your Ticket or any of your funds in our possession to pay sums due to us from you.

ARTICLE 12 — SERVICES PROVIDED BY OTHER COMPANIES

12.1 We act only as an agent where we:

- (a) arrange for another company to provide you with surface carriage or other services (for example, a limousine, ground transfer, hotel reservation or accommodation or car rental) (“**Other Services**”); or
- (b) issue you with a ticket or voucher relating to any such Other Services.

12.2 The terms and conditions of the company providing the Other Services will apply to you and we will have no liability to you (including no obligation to refund any portion of your Ticket) regarding the

Other Services unless caused solely by our negligence. See Articles 7.8 and 7.9 for other provisions concerning services provided by third parties.

ARTICLE 13 — TRAVEL DOCUMENTS, CUSTOMS AND SECURITY INSPECTIONS

13.1 General

13.1.1 You must:

- (a) check the relevant entry requirements for any country you are visiting (even as a transit passenger); and
- (b) obtain, hold and present to us all passports, visas, health certificates and other travel documents needed for your journey.

13.1.2 You must obey all laws, regulations, orders, and other requirements of all countries you will exit, enter, or through which you will transit during your journey.

13.1.3 For details of required travel documents, it is your responsibility to:

- (a) contact the embassy, consulate or other relevant body of all relevant countries prior to making your booking and at the time of making your booking; and
- (b) contact the same bodies again before you commence travel to ensure that the requirements which are applicable to you have not changed and that your travel documents remain valid for all flights, destinations and planned Stopovers.

13.1.4 If requested, you must:

- (a) present to us all passports, visas, health certificates and other travel documents needed for your journey (at any time when asked before or during your carriage);
- (b) permit us to take copies of those documents; and/or
- (c) deposit those documents with a member of our flight crew aboard your aircraft for safe keeping during a flight against issue to you of a receipt.

13.1.5 We will not be liable to you if:

- (a) you do not have all passports, visas, health certificates and other travel documents needed for your journey;
- (b) any of those documents are out of date; or
- (c) you have not obeyed all laws, regulations, orders, and other requirements of all countries you will exit, enter, or through which you will transit during your journey.

13.1.6 We will not accept you or your Baggage for carriage if:

- (a) your visas or travel documents do not appear to be in order; or
- (b) you have not complied with the other requirements of this Article 13.1.

13.1.7 We have the right to refuse carriage in this way even if you have started or completed part of your carriage before it becomes clear to us (whether as a result of operation of Article 13.1 or otherwise) that you have not complied with Article 13.1.

13.2 Refusal of entry

13.2.1 If you are refused entry to a country (including a country you transit through while en route to your destination), you must pay:

- (a) any fine, penalty or charge assessed against us by the government concerned (including detention costs);

- (b) any detention costs we are charged;
- (c) the fare for transporting you, and an escort if required, from that country; and
- (d) any other costs we reasonably agree to pay.

13.2.2 We will not refund to you the fare paid for carriage to the airport where you were refused entry.

13.3 Passenger responsible for fines, detention costs and other charges

13.3.1 You must repay us in full for any fine, penalty, detention costs, deportation or removal expenses, escorting charges (if any), cost of ticket(s) issued for you, or any other expenditure paid by us because you have failed (voluntarily or involuntarily) to:

- (a) comply with any laws, regulations, orders or other travel requirements of the country you have travelled to; or
- (b) produce the required travel documents on seeking entry to a country or you have been refused admission into the country.

13.3.2 We may use the value of any unused carriage on your Ticket or any of your funds in our possession to pay sums due to us from you.

13.4 Return of confiscated travel documents

We will not be liable to you for the return of any of your travel documents, identification documents or Tickets confiscated by a governmental or other authority.

13.5 Customs inspection

If required, you will attend inspection of your Baggage by customs or other government officials. We will not be liable to you for Damage suffered by you in the course of such inspection or as a result of your failure to attend.

13.6 Security inspection

You must allow security checks, searches and scans of you and your Baggage by us, our handling agents, government officials, airport officials, police or military officials and other airlines involved in your carriage. If you refuse, we will refuse to carry you and your Baggage. See also Article 8.6 for security checks on your Baggage.

ARTICLE 14 — SUCCESSIVE AIRLINES

Where your carriage is to be performed by us and other airlines in succession under one Ticket, or a Conjunction Ticket, it is likely to be regarded as a single operation for the purposes of the Convention. See Article 15.2 for limitations of our liability for such carriage.

ARTICLE 15 — LIABILITY FOR DAMAGE

15.1 Applicable rules

- (a) These Conditions of Carriage govern our liability to you.
- (b) The liability of the other airlines involved in your journey will be determined by applicable law and that carrier's conditions of carriage.
- (c) Applicable law may comprise the Convention and/or local law in individual countries. Provisions concerning our liability are set out in Articles 15.2 to 15.7.

15.2 Scope of liability

We will be liable only for Damage occurring during carriage on flights or flights segments operated by us, or in relation to which we have a legal liability to you. If we issue a Ticket or if we check Baggage for carriage on another airline, we do so only as agent for that airline. Where carriage of your Baggage is performed by successive carriers (as defined by the applicable Convention), you may make a claim against the first or last carrier.

15.3 General limitations

15.3.1 Wherever the Convention applies to your carriage, our liability will be subject to the rules and limitations of the applicable Convention, as amended by other applicable law.

15.3.2 To the extent permitted by applicable law, we will be wholly or partly exonerated from liability to you for Damage if we prove that the Damage was caused or contributed to by your negligence or other wrongful act or omission.

15.3.3 We may be wholly or partly exonerated from liability to you for Damage if we prove that:

- (a) the Damage did not result from our negligence;
- (b) the Damage resulted from the negligence of a third party;
- (c) we took certain measures to avoid the Damage; or
- (d) it was impossible to take such measures to avoid the Damage.

15.3.4 Unless specified in the Convention, we will not be liable for any Damage arising from:

- (a) our compliance with applicable local law or government rules and regulations; or
- (b) from your failure to comply with the same.

15.3.5 Except where we state otherwise in these Conditions of Carriage, we will be liable to you only for compensatory damages you are entitled to recover for proven losses and costs under the Convention or local laws which may apply.

15.3.6 Your contract of carriage with us (including these Conditions of Carriage and all applicable exclusions and limits of liability) applies for the benefit of our Authorised Agents, servants, employees and representatives to the same extent as they apply to us. The total amount of Damages you may recover from us and from such Authorised Agents, servants, employees and representatives will not be more than our own liability, if any.

15.3.7 Nothing in these Conditions of Carriage:

- (a) gives up or waives any exclusion or limitation of our liability available under the Convention or applicable local law unless otherwise expressly stated in writing by us; or
- (b) prevents us from excluding or limiting our liability under the Convention or under any laws which apply or gives up any defence available to us thereunder against any public social security body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a Passenger.

15.4 Death or injury of Passengers

15.4.1 Our liability for Damage sustained by you in the event of death, wounding or other bodily injury caused by an accident is subject to the rules and limitations of the Convention and applicable law.

15.4.2 Without delay, and in any event no later than 15 Days after the identity of the natural person entitled to compensation has been established, we shall make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered. In the event of death, such payment shall not be less than the national currency equivalent of 16,000 SDRs per Passenger.

15.4.3 Our obligation to pay advance payments is subject to the following conditions:

- (a) An advance payment shall not constitute recognition of liability;
- (b) An advance payment will be offset against any subsequent sums paid in respect of our liability;
- (c) An advance payment will not be returnable to us unless we prove that (i) the Damage was caused or contributed to by the negligence or other wrongful act or omission of the Passenger to whom the payment relates or, if different, the person claiming compensation or the person from whom he or she derives his or her rights, or (ii) the person who received the advance payment was not the person entitled to compensation under applicable law;
- (d) We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition; and
- (e) We reserve all rights of recourse and subrogation against all third parties.

15.5 Baggage

15.5.1 We are not liable for Damage to Unchecked Baggage unless we caused the Damage by our proven negligence.

15.5.2 We are not liable for Damage to Baggage resulting from the inherent defect, quality or vice of the Baggage. Likewise, we will not be liable for fair wear and tear of Baggage resulting from the usual and normal rigours of transportation by air (see also Article 8.7.6 regarding the suitability of your Baggage for transportation by air).

15.5.3 Except as provided in Article 15.5.4, our liability for Damage to Baggage is limited to the following maximum amounts:

- (a) **Where the Warsaw Convention applies or there is no limit of liability provided by any applicable law:** the national currency equivalents of 375 SDRs per Passenger for Unchecked Baggage and 19 SDRs per kilogram for Checked Baggage (or any higher sum agreed by us pursuant to Article 15.5.6). These limits also apply to situations where neither Convention applies and the applicable law does not specify any liability limits for Unchecked and Checked Baggage;
- (b) **Where the Montreal Convention applies:** the national currency equivalent of 1,288 SDRs per Passenger for Unchecked and Checked Baggage (or any higher sum agreed by us pursuant to Article 15.5.6); and
- (c) **Where applicable law provides for different limit of liability:** where applicable law provides that different limits of liability are applicable to Unchecked Baggage and/or Checked Baggage, such different limits shall apply.

15.5.4 The maximum limits of liability stated in Article 15.5.3 shall not apply if the Damage resulted from an act or omission of the carrier done with intent to cause Damage or recklessly and with knowledge that Damage would probably result.

15.5.5 If you wish to increase our maximum liability to you for Damage to your Checked Baggage, you can elect to make a “special declaration of value” before the Check-in Deadline and must pay us the

additional fee calculated in accordance with our Regulations. Please ask us for more information about this option.

15.5.6 You may wish to make a “special declaration of value” in accordance Article 15.5.5 or buy yourself insurance to cover instances where the actual value or replacement cost of your Checked Baggage or Unchecked Baggage exceeds our liability. We reserve the right to: **(a)** verify the adequacy of the value declared in light of the value of the Baggage and the contents thereof; and **(b)** cap the level of the declarations at a maximum amount.

15.5.7 If the weight of your Checked Baggage is not recorded on the Baggage Check, it is presumed that the total weight does not exceed the applicable free baggage allowance for the class of carriage for which you were booked.

15.5.8 If the property contained in your Baggage causes damage to us or a third party, you must compensate us for all losses suffered and costs incurred as a result.

15.6 Delay in the carriage of Passengers and Baggage

Our liability for Damage caused by delay is limited by the Convention. In the case of carriage governed by the Montreal Convention, our liability will be limited to **(a)** the national currency equivalent of 5,346 SDRs for Damage occasioned by delay in the carriage of Passengers; and **(b)** the national currency equivalent of 1,288 SDR for Damage occasioned by delay in the carriage of Baggage. Where no Convention applies, we will have no liability to you for delay, except as provided in these Conditions of Carriage.

15.7 Advice to international Passengers on limitation of liability

- (a)** Where your journey involves an ultimate destination or stop in a country other than the country of origin, the Convention may be applicable to your entire journey, including any section entirely within the country of origin or destination.
- (b)** Where the Montreal Convention is applicable, the airline is liable for proven damages for death or personal injury, and certain defences to liability specified by that Convention will be inapplicable for damages not exceeding the national currency equivalent of 128,821 SDRs.
- (c)** Where the Montreal Convention does not apply, the conditions of carriage of many airlines (including Emirates, as specified in Article 15.4 above) provide that the liability for death or bodily injury will not be subject to any financial limit defined by the Warsaw Convention and that, in respect of such damage up to a maximum of the national currency equivalent of 100,000 SDRs, any defence to liability based on proof that they have taken all necessary measures will not apply.
- (d)** Where no such provisions are included in the airline's conditions of carriage, please note that:
 - (i)** for such Passengers on a journey to, from or with an agreed stopping place in the U.S.A., the Warsaw Convention and special contracts of carriage embodied in applicable Tariffs provide that the liability of certain airlines, parties to such special contracts, for death of or personal injury to Passengers is limited in most cases to proven damages not to exceed US\$75,000 per Passenger, and that this liability up to such limit will not depend on negligence on the part of the airline;
 - (ii)** for such Passengers travelling by an airline not a party to such special contracts or on a journey to which the Warsaw Convention applies which is not to, from or having an agreed stopping place in the U.S.A., the liability

of the airline for death or personal injury to Passengers is limited in most cases to US\$10,000 or US\$20,000; and

- (iii) some countries impose higher limits than those stated in (i) and (ii).
- (e) The names of airlines or parties to such special contracts of the type mentioned in (i) above, are available at all ticket offices of such airlines and may be examined on request.
- (f) Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the airline's liability under the Warsaw Convention or the Montreal Convention or such special contracts of carriage of the type mentioned in (i) above. For further information, please consult your airline or insurance company representatives.

Note: The limit of liability of US\$75,000 specified in (i) above of this Article 15.7 is inclusive of legal fees and costs except that, in case of a claim brought in a state where a provision is made for separate award of legal fees and costs, the limit will be the sum of US\$58,000 exclusive of legal fees and costs.

ARTICLE 16 — TIME LIMITS FOR BAGGAGE CLAIMS, PROCESSING OF BAGGAGE CLAIMS, AND TIME LIMITS FOR ALL ACTIONS FOR DAMAGES

16.1 Time limit for Baggage claims

16.1.1 If the person with a Baggage Check and Baggage Identification Tag receives Checked Baggage and did not file a complaint at the time of receipt, it will be presumed that it was delivered in good condition (unless that person can prove otherwise).

16.1.2 If you want to claim compensation from us for Damage to Checked Baggage, you must notify us as follows.

- (a) if the Damage to Checked Baggage is physical in nature you must notify us in writing within 7 Days of receipt of the Checked Baggage;
- (b) if the Damage consists of total or partial loss of Checked Baggage you must notify us in writing within 7 Days of the date the Checked Baggage arrived or should have arrived; and
- (c) if you want to claim compensation from us for delay of Checked Baggage, you must notify us in writing within 21 Days from the date the Baggage was placed at your disposal.

16.2 Processing of Baggage claims

16.2.1 All claims for compensation for Damage to Baggage must be accompanied by an itemised list identifying each affected item by description, manufacturer and age, together with proof of purchase or ownership for all such items.

16.2.2 In the case of a compensation claim concerning physical damage to Baggage, you must retain and, if requested by us, let us examine the affected Baggage so that we may assess the nature, extent and repairability of that damage.

16.2.3 If you wish to claim the cost of replacement of an individual item which forms part of a claim for compensation for Damage to Baggage, you must consult us before you incur such cost otherwise we may not include the cost in any compensation payable. Proof of purchase of all replacement items must accompany your claim.

16.2.4 For all claims for compensation concerning Baggage, you must provide us with any information we may request to assess the eligibility of your claim for compensation and the amount of any compensation payable.

16.2.5 If required by us, you will sign a statement of truth regarding the facts of your claim for Damage to Baggage before we pay any compensation to you.

16.2.6 Failure by you to fully comply with the relevant requirements of Article 16.2 may adversely affect the amount of any compensation to which you may be entitled.

16.3 Time limit for all actions for damages

16.3.1 You will have no right to bring any action or receive compensation for any Damage if an action is not brought within two years of the date:

- (a) of your arrival at the place of destination;
- (b) on which the aircraft was scheduled to arrive; or
- (c) on which the carriage stopped.

16.3.2 No action to enforce any other right to damages or compensation shall be brought after two years from the date that the right arose unless a different period of limitation is mandated by applicable law and such period of limitation cannot be altered by these Conditions of Carriage.

16.3.3 The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

ARTICLE 17 — REGULATION (EC) 261/2004 CLAIMS PROCESS

17.1 This Article 17 will apply to all claims made by you for compensation under EU 261.

17.2 If you want to make a claim under EU 261, you must first send your claim directly to us and we will have 28 Days to respond to you from the date we receive your claim. You can submit your claim at www.emirates.com/spain/english/help/complaint.aspx/.

17.3 With the exception of the circumstances set out in Article 17.4, if you ask a third party to send your claim to us on your behalf before you have first submitted your claim directly to us, we will not process it.

17.4 You may submit a claim to us on behalf of other passengers who were named on the same booking as you and who travelled with you. We may request evidence that you have the consent of the other passengers to submit a claim on their behalf.

17.5 Except for the circumstances set out in Article 17.4 above, we will not process any claims submitted by a third party unless the claim is accompanied by appropriate documentation which shows that the third party has been appointed by you to act on your behalf.

17.6 Note that different periods of limitation may apply to any claim you may have for compensation pursuant to EU 261. Please consult the law of the court where your case is heard to determine the applicable period of limitation.

17.7 This Article 17 does not prevent you from seeking legal or other third party advice before submitting your claim to us.

ARTICLE 18 — OUR REGULATIONS

18.1 Some aspects of your carriage may be governed by our Regulations in addition to these Conditions of Carriage. Wherever applicable, you must obey our Regulations (but see Article 2.4 for what happens if these Conditions of Carriage are inconsistent with any of our Regulations). These Regulations concern, among other things:

- (a) unaccompanied children;
- (b) pregnant women;
- (c) disabled Passengers;
- (d) sick Passengers;
- (e) carriage of animals (including service animals);
- (f) restrictions on use of electronic devices on board aircraft;
- (g) forbidden items in Baggage; and
- (h) limits on the size and weight of Baggage.

18.2 Copies of our Regulations are available from us on request.

ARTICLE 19 — GENERAL

19.1 Our interpretation of pertinent facts and/or applicable government laws, regulations, orders or medical information in relation to Article 7, Article 11, Article 13 and this Article 19 shall be final and binding even if it subsequently proves incorrect.

19.2 All dates and periods of time referred to in these Conditions of Carriage will be ascertained in accordance with the Gregorian calendar.

19.3 The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.

19.4 Except as expressly provided in these Conditions of Carriage; we shall have no liability to you for any liability, loss or damage incurred by you arising from the performance or non-performance of our services (however arising) or any contract between us unless such exclusion is prohibited by law.

19.5 We shall have no liability to you in the event of any circumstances beyond our control except as expressly set out otherwise in these Conditions of Carriage.

19.6 Circumstances beyond our control may include war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, governmental actions or orders (of any governmental or regulatory department, authority or body), fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with the aircraft or other equipment, closed or congested airports, hurricanes, inclement weather and other actual or potential severe weather conditions.

19.7 Any claim brought against us or any agent of Emirates arising from these Conditions of Carriage or any products and services provided by us (including, without limitation the performance or non-performance of any flights or carriage) shall only be brought in a party's capacity as an individual and not as a plaintiff or class member in any purported class or representative proceeding.

ARTICLE 20 — ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

20.1 As of 2 June 2023, the Agencia Estatal de Seguridad Aérea of Spain (“**AESA**”) has been recognised as an ‘Alternative Dispute Resolution’ entity in the air transport sector providing air transport users with an alternative option to resolve their disputes on the application of EU 261 and (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air.

20.2 The scope of application of this new dispute resolution system is set out in Art. 2 of Order TMA/201/2022 of 14 March (<https://www.boe.es/eli/es/o/2022/03/14/tma201/dof/spa/pdf>) (the “**Order**”).

20.3 If you experience an incident covered by the cases contemplated in the Order, prior to the initiation of the alternative dispute resolution procedure, you must file a prior complaint, for which you may request a "prior complaint form" from the customer service departments and services, including our company's sales and customer service counters at airports, or filing the complaint form in our website (<https://www.emirates.com/es/english/help/forms/complaint/>).

20.4 If the resolution of the complaint offered by the airline is not entirely satisfactory to the passenger or after the expiry of a period of one (1) month from the date of the presentation of the complaint, the passenger may then appeal to the Agencia Estatal de Seguridad Aérea of Spain (AESA, <https://www.seguridadaerea.gob.es/>) for alternative dispute resolution for the protection of air transport users (Reg. (EC) 261/2004 and Reg. (EC) 1107/2006), expressly excluding from this procedure claims regarding baggage, damages and clauses of the transport contract.

20.5 Your claim will be inadmissible before AESA if a period of one (1) year has elapsed from the date of the presentation of your claim.

20.6 The decision taken by AESA in alternative dispute resolution is binding on us.

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