

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

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1 Article: Definitions of Terms

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

We

refers to EW Discover GmbH

You

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

Code Share

is air carriage operated by a different carrier to the one referred to on the ticket. If you want to travel on a flight operated by one of our Code Share partners, please read Article 2.2., which explains any deviations from these Conditions of Carriage that you may have to observe with Code Share flights.

Electronic Ticket

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

Passenger

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

Passenger Coupon or Passenger Receipt

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

Fare

in accordance with Art. 23(1) (2) EC Regulation No. 1008/2008 the final price, including all applicable taxes and charges.

Ticket

is a document for the carrier issued by us or on our behalf marked as a “ticket and baggage receipt” or as an “electronic ticket”; the Conditions of Contract and notices, as well as the flight and passenger coupons contained within it, are components of the ticket.

Baggage

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

Checked baggage

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

Unchecked baggage

is your baggage excluding your checked baggage.

Baggage Identification Tag

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

Baggage Voucher, Baggage Receipt

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

Force Majeure

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

Itinerary Receipt

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

Carrier

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

Check-in Deadline

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

Name and address of the carrier

Our name may be abbreviated in the ticket in form of the Airline Designator Codes or any other way. The airport of departure counts as our address as well.

Damage

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

SDR

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

Days

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

Tariffs

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

If you want to travel on a flight operated by one of our Code Share partners, please read Article 2.2., which explains any deviations from these Conditions of Carriage that you may have to observe with Code Share flights.

Convention

refers to whichever one of the following statutory regulations applies:

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

Conditions of Contract

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

2 Article: Area of Application

2.1 General

These Conditions of Carriage are the Conditions of Carriage referred to on the ticket. Subject to the provisions in Articles 2.2., 2.3 these Conditions of Carriage apply only to flights where our Airline Designator Code (4Y) is entered in the carrier box of the ticket.

2.2 Code Share

We have agreements with other airlines known as “Code Shares”. This means that another airline may operate a flight even when Lufthansa (4Y) is indicated as the carrier in the carrier box of the ticket. In the event of a Code Share flight, Discover will advise you of the carrier operating the flight when you make your booking. For Code Share services on flights operated by another carrier, these Conditions of Carriage shall apply. However, Code Share partners may possibly have conditions that apply to the operation of their own flights, which may differ from Lufthansa’s Conditions of Carriage for flights operated by Lufthansa. These Conditions of Carriage stipulated by other Code Share partners are, for this reason, included in the present Conditions of Carriage, thus forming part of the Contract of Carriage.

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

2.3 Overriding Law

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

3 Article: Tickets

3.1 General

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

3.1.2 Tickets are not transferable.

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

3.2 Ticket as requirement for Carriage

If you are flying with an electronic ticket, you are entitled to carriage only when you can provide adequate identification that you are the passenger and when a valid electronic ticket has been duly issued in your name as the passenger.

3.3 Period of validity

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

3.3.1.1 One year from the date of issue; or

3.3.1.2 One year from the date of first travel provided that this occurs within one year after the date of the ticket issuance.

3.4 Changes Requested by Passenger

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

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

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

If you have a refundable ticket, as defined by the fare conditions, and have still not flown a single segment of it, you may ask for a refund of the price of the ticket

in accordance with fare conditions. This means that you will forfeit your entitlement to carriage.

This article 3.4.2. does not apply to the carriage of passengers resident in Austria.

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

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

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

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

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

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

4.1 Fares

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

4.2 Taxes, fees and charges

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

4.3 Personal data

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

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

5 Article: Reservations

5.1 General

5.1.1 On some Discover flights, you have the option to reserve a seat in advance. As part of this service, you can – if available- choose a specific seat category (aisle, window or middle seat, seat with more legroom). This service is chargeable for some booking classes, depending on the type of seat. There is no obligation to reserve a seat (for a fee).

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

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

5.2 Personal data

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

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

6 Article: Check-in and Boarding

6.1 Check-in deadlines

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

6.2 Boarding

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

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

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

7 Article: Limitations and Refusal of Carriage

7.1 Right to Refuse Carriage

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

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

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

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

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

7.1.1.5 you have refused a security check; or

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

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

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

7.1.1.9 you refuse to pay the difference in price due (addition charge) in accordance with 3.4.2. or present a ticket that has been issued by a party other than ourselves or a travel agency entitled to issue tickets or that has been badly damaged; or

7.1.1.10 you do not comply with our security regulations; or

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

7.2 Special assistance

If you are a passenger with a disability or illness or if you require any special assistance, you must inform us in advance. For corresponding inquiries please contact us via email to specialservice.euowingsdiscover@lufthansa-group.com or via fax (069 696 83677) from Monday to Friday 08:30 – 20:00, Saturdays, Sundays, holidays 08:30 – 16:30.

To book your own battery-powered wheelchair, please contact our Services Team by sending the completed request form via email to specialservice.euowingsdiscover@lufthansa-group.com. Based on the information you provide, we will check whether transportation of your battery-powered wheelchair is possible.

For airworthiness certificates (MEDA) you can contact us daily from 6:00 a.m. – 10:30 p.m. by email to medicaloperation.euowingsdiscover@lufthansa-group.com, by phone to 069 696 55077 or by fax to 069 696 83677.

7.3 Carriage of children

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

7.3.2 Children can also travel in their own seat on a seat in the cabin; for this, you must book an additional seat for small children under the age of 2. You must secure the child seat throughout the entire flight with the seatbelt available at the seat. The child seat must be suitable for use on board of an aircraft. When this is not the case, we are entitled to refuse carriage of the child seat in the cabin. We accept no liability for the consequences resulting from a badly secured child seat, for its improper functioning or due to failure to comply with instructions. You can find more information about travelling with children, in particular about child seats suitable for use on board of an aircraft, on [Travel with Children].

7.4 Refusal of Carriage Compensation

If you are refused carriage for one of the reasons listed above or if we have cancelled your seat reservation for one of these reasons, your rights are limited to the refund of the airfare for the unused flight coupons in accordance with Article 10.4.

8 Article: Baggage

8.1 Free baggage and excess baggage

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

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

8.2 Baggage from strangers

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

8.3 Items not accepted as baggage

8.3.1 You must not include in your baggage:

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

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

8.3.1.3 items which are dangerous or unsafe or, due to their weight, size, shape or character as well as due to being fragile, perishable or delicate, are unsuitable for carriage; further explanation regarding concrete individual cases can be obtained from us directly or from the travel agency that issued the ticket;

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

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

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

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

8.4 Right to refuse carriage

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

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

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

8.5 Search of passengers and baggage

For reasons of safety and security, we may require you to permit a search or screening of your person and your baggage, as well as an X-ray of your baggage. If you do not agree to a search of your person or baggage to determine the presence of articles which are inadmissible or which have not been presented in compliance with paragraph 8.3., we may refuse to carry you and your baggage; your right to compensation in such cases will be limited to the refund of the airfare in accordance with Article 10.4. of these Conditions of Carriage.

8.6 Checked baggage

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

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

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

8.7 Carry-on baggage

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

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

8.8 Pets and assistance dogs

8.8.1 The transport of dogs and cats must be carried out separately and is subject to our approval. Other animal species are excluded from carriage. The transport of animals is based on the provisions of the IATA LAR ("Live Animals Regulations") and the international and national animal transport protection laws.

Commercial transport is not permitted. This also includes transports for training purposes of police, rescue or military dogs as well as sponsored flights for the transfer of stray animals.

Animals with a shortened skull shape ("brachycephalic" or "snub-nosed") are generally excluded from transport due to their exposure to stress.

The animals must be properly housed in shipping cages approved for air transport and equipped with valid health and vaccination certificates, entry permits and other entry or transit documents required by the respective countries.

8.8.2 The weight of the animals, shipping cages and animal feed carried along is not included in the passenger's free baggage allowance. There are charges to be paid for the transport, which you can find in the information on our homepage and inquire at the Discover Service Center.

8.8.3 A recognized assistance dog (e.g. guide dog) required for the passenger is carried in the cabin free of charge.

8.8.4 The animals must be properly locked in shipping cages and provided with valid health and vaccination certificates, entry permits and other entry or transit documents required by the respective countries. We reserve the right to determine the mode of transport and to limit the number of animals permitted on a flight.

8.8.5 The weight of the animals, shipping cages and animal feed carried along is not included in the passenger's free baggage allowance. Excess baggage charges are payable for the transport.

8.8.6 A recognized assistance dog required for the passenger is carried free of charge and, as far as possible, in the cabin; please refer to paragraph 8.8.7.

8.8.7 On flights to or from the United States of America, according to the designated area of 14 C.F.R. Part 382 and other laws a person with a disability can take an assistance animal with them free of charge, insofar as the accompaniment of an assistance animal is required to support the passenger in performing work or tasks for his or her benefit. The following conditions apply to the transport:

Conditions to bring an assistance dog: We only accept dogs as assistance animals. A passenger with a disability traveling with an assistance dog is responsible for the safety, health, well-being and behavior of their assistance dog. This also applies to the assistance dog's interaction with other passengers and crew members while it is on board the aircraft or in the gate area. A passenger with a disability traveling with an assistance dog is responsible for compliance with all applicable state laws, regulations and requirements in the country, state or territory from and / or to which the assistance dog is being transported / or in which there is an intermediate destination for the passenger. This applies in particular to required health certificates, permits and vaccinations. The passenger's liability also includes all costs or consequences arising from non-compliance with these laws and regulations, which may include the placement of the assistance dog in quarantine on arrival.

8.8.8 Please note that the prerequisite for the safe and trouble-free execution of a flight is that your animal is trained to behave well in a public environment. We only allow animals to be taken into the cabin provided that they obey you and behave appropriately. If your animal does not behave appropriately, you can be asked to muzzle it for transport, have the animal loaded into the hold (if a transport container is available) or transport can be refused.

Animals traveling in the cabin (including a transport container, if applicable) must fit into the footwell of your seat and be adequately secured during the entire stay on board.

8.8.9 You are responsible for the safety, health and behavior of your animal and are liable for compliance with all entry, exit, health and other regulations that apply to entry into or transit through the respective countries.

You are liable for all costs that result from non-compliance with this obligation as well as for all damage caused by the animals. Furthermore, we assume no liability unless there is damage caused by gross negligence or wilful intent.

9 Article: timetables, delays and flight cancellations

9.1 Timetables

Before we accept your booking, we will notify you of the scheduled time of departure valid at the time of your booking and it will be shown on your ticket. We may need to change the scheduled departure time after your ticket has been issued. If you provide us with contact information, we will endeavour to notify you of any such changes. If we make a significant change to the scheduled departure time after you have purchased your ticket and it is not acceptable to you, and if we cannot rebook you on a suitable alternative flight, you will be entitled to a refund in accordance with Article 10.3.

9.2 Cancellation, rebooking, delays

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

9.2.2 We will inform you of any delays, rebookings and cancellations in sufficient time both at the airport and during your flight. You can also find information about your flight on the relevant website.

10 Article: Refunds

10.1 General

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

10.2 Refund recipient

10.2.1 Unless otherwise specified below, the reimbursement will either be made to the passenger named on the ticket or to the person who paid for the ticket.

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

10.3 Involuntary refunds

10.3.1 We will give you a refund as set out below if: we cancel a flight, fail to operate a flight according to the timetable, we cannot fly to your destination or you cannot reach your connecting flight due to our fault.

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

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

10.4 Voluntary refund

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

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

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

10.5 Refusal of refunds

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

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

10.6 Credit card payment refunds

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

11 Article: behaviour on board

11.1 General

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

11.2 Electronic devices

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

11.3 Non-smoking flights

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

11.4 Alcoholic beverages

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

11.5 Obligation to use seat belts

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

11.6 Taking photographs and filming on board

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

12 Article: additional benefits

12.1 Arrangements with third party

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

12.2 Shuttle services

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

12.3 Payment of additional services

Due to increased security and administrative costs, we do not accept cash payments for the booking of additional services of Discover, such as seat reservations, upgrades, excess baggage or sport baggage.

13 Article: administrative formalities

13.1 General

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

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

13.2 Travel documents

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

13.3 Refusal of entry

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

13.4 Liability of passengers for fines etc.

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

13.5 Customs inspection

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

13.6 Security inspection

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

13.7 Transmission of passenger data

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

14 Article: liability for loss or damage

14.1 General

14.1.1 A different set of Conditions of Carriage apply for the liability of EW Discover GmbH and the other companies that provide transport services as contracting partners.

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

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

14.1.4 We are liable only for damages that occur as part of our own flight services. To the extent that we issue tickets for transport on flight services operated by other carriers or take on baggage to be transported on flight services by another carrier, we are merely acting as an agent for this other carrier.

Nonetheless, you have the right to claim damages from the first or last carrier in relation to checked baggage.

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

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

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

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

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

14.2 Compensation in the event of death or injury

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

14.3 Advance payments

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

14.4 Damage to or loss or destruction of baggage

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

14.5 Higher liability limit for baggage

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

14.6 Complaints in relation to baggage

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

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

14.7 Delays in the carriage of passengers and baggage

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

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

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

14.8 Denied boarding in the event of overbooking

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

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

14.9 Cancellations

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

15 Article: time limitations for claims and actions

15.1 Notice of claims

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

15.2 Deadlines for claims

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

16 Article: miscellaneous policies

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

17 Article: consumer conciliation board

We participate in dispute resolution in front of a consumer conciliation board. The consumer conciliation board responsible is the söp_Schlichtungsstelle für den öffentlichen Personenverkehr e.V. (Consumer conciliation board for public transport registered association) Fasanenstraße 81, 10623 Berlin, <https://soep-online.de>

<https://soep-online.de/en/your-conciliation-request/online-form-flight/>

The European Commission also provides a platform for Online Dispute Resolution (ODR) that can be used for appeals. This platform can be found at <http://ec.europa.eu/consumers/odr/>