

**CONTINENTAL AIRLINES, INC.  
CONTRACT OF CARRIAGE**

**(revised December 22, 2008)**

Transportation of Passengers and Baggage provided by Continental Airlines, Inc., Continental Micronesia, Inc., and Carriers doing business as Continental Express or Continental Connection, are subject to the following terms and conditions, in addition to any terms and conditions printed on or in any ticket, ticket jacket or eticket receipt, or specified on any internet site, or in published schedules. By purchasing a ticket or accepting transportation, the passenger agrees to be bound thereby.

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## **RULE 1 DEFINITIONS (revised December 7, 2007)**

As used in this Contract of Carriage, the following terms, whether or not capitalized, shall have the meanings ascribed below:

Add-On-Fare: See "Arbitrary"

Adult means a person who has reached his/her eighteenth birthday as of the date of commencement of travel.

Africa means the area comprised of all the countries on the continent of Africa, other than Algeria, Morocco, Sudan, Tunisia, and Egypt, but including the following Islands: Cape Verde, Comoros, Madagascar, Mauritius, Reunion, Sao Tome y Principe, and Seychelles.

Animals means, the usual connotation of domestic pets as well as reptiles, birds and fish.

Arbitrary means an amount published for use only in combination with other fares for the construction of Through Fares. It is also referred to as "Proportional Fare", "Basing Fare", and "Add-On-Fare".

Area No. 1 (or "Area 1") means the area comprised of all of the North and South American continents and the islands adjacent thereto, Greenland, Bermuda, the West Indies, the islands of the Caribbean Sea, and the Hawaiian Islands (including Midway and Palmyra).

Area No. 2 (or "Area 2") means the area comprised of all of Europe (including that part of the Russian Federation in Europe) and the islands adjacent thereto, Iceland, the Azores, all of Africa and the islands adjacent thereto, Ascencion Island and that part of Asia lying west of and including Iran.

Area No. 3 (or "Area 3") means the area comprised of all of Asia and the islands adjacent thereto except that portion included in Area No. 2, all of the East Indies, Australasia, the islands of the Pacific Ocean except those included in Area No. 1, and the Russian Federation (East of the Ural Mountains).

Asia means the area comprised of Afghanistan, Bangladesh, Bhutan, Brunei, China, Hong Kong, India, Indonesia, the Islands of the Pacific in Area No. 3 north of the equator, Japan, Kazakhstan, Kampuchea, Korea, Krygyzstan, Laos, Malaysia, Maldiv Island, Myanmar, Nepal, Outer Mongolia, Pakistan, Philippines, Russian Federation (East of the Ural Mountains), Singapore, Sri Lanka, Taiwan, Tajikistan, Timor, Thailand, Turkmenistan, Uzbekistan and Viet Nam.

Australasia means the area comprised of Australia, New Caledonia, New Zealand, New Hebrides, Fiji, Samoa, Cook Islands, Papua, New Guinea, Tahiti and the islands adjacent thereto.

Baggage means such reasonable articles, effects and other personal property of a ticketed Passenger as are reasonably necessary or appropriate for the wear, use, comfort or convenience of the Passenger in connection with the Passenger's trip. Unless otherwise specified, it shall include both checked and unchecked baggage and property of the Passenger.

Baggage Check or Baggage Claim Tag mean those portions of the ticket that identify the carriage of a Passenger's checked baggage and that are issued by the carrier as a receipt for the Passenger's checked baggage.

Baggage Tag means a document issued by the carrier solely for identification of checked baggage, the portion of which is attached by the carrier to a particular article of checked baggage.

Banker's Buying Rate ("BBR") means the rate at which, for the purpose of the transfer of funds through banking channels (*i.e.*, other than transactions in bank notes, travelers cheques and similar banking instruments), a bank will purchase a given amount of foreign currency in exchange for one unit (or units) of the national currency of the country in which the exchange transaction takes place.

Banker's Selling Rate ("BSR") means the rate at which, for the purpose of the transfer of funds through banking channels (*i.e.*, other than transactions in bank notes, travelers cheques and similar banking instruments), a bank will sell a given amount of foreign currency in exchange for one unit (or units) of the national currency of the country in which the exchange transaction takes place.

Basing Fare: See "Arbitrary"

Cabin Baggage means Carry-On-Baggage that due to its size and nature requires the purchase of a seat on board the aircraft to transport the piece of baggage.

Calendar Month means the period of time starting with the start of any day in a month, identified by number, and ending with the start of the same day of the following month. When the same day does not occur in the following month, this period ends on the last day of the month.

Calendar Week means a period of seven days starting at 12:01 a.m. Sunday and ending at midnight of the following Saturday, provided that when used in reference to service offered only once a week between points of travel, it shall mean a period of eight days commencing with 12:01 a.m. on the day the flight operates.

Caribbean Area means the area comprised of Anguilla, Antigua, Aruba, Bahamas, Barbados, Barbuda, Bermuda, Bonaire, British Virgin Islands, Cayman Islands, Cuba, Curacao, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Leeward Islands, Martinique, Montserrat, Netherlands Antilles, Nevis, Saba, St. Barthelemy, St. Eustatius, St. Kitts, St. Lucia, St. Maarten, St. Vincent, Trinidad and Tobago, Turks and Caicos Islands, West Indies and Windward Islands.

Carriage means transportation of Passengers and their baggage by air or ground, either gratuitously or for payment.

Carrier means the carrier (air or ground) issuing the ticket and all carriers that carry or undertake to carry the Passenger and/or his baggage thereunder.

Carry-on-Baggage means baggage, other than Checked Baggage, carried on board an aircraft by a ticketed Passenger also known as unchecked baggage.

Central Africa means the area comprised of Malawi, Zambia and Zimbabwe.

Central America means the area comprised of Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua and Panama.

Checked Baggage means baggage that a ticketed Passenger has requested be carried by the carrier and for which the carrier has issued a Baggage Claim Tag to the Passenger.

Child means a person who has reached his/her second birthday but not his/her 12th birthday as of the date of commencement of travel.

Circle Trip means travel from a point and return thereto by a continuous, circuitous air route (including journeys comprising two (2) fare components but which do not meet the conditions of the round trip definition), provided, that where no reasonable direct scheduled air route is available between two points, a break in the circle may be traveled by any other means of transportation without prejudice to the circle trip.

Civic Aeronautics Board ("C.A.B.") means the United States Department of Transportation ("DOT").

CO means Continental Airlines, Inc. or Continental Micronesia, Inc., as applicable, depending on which carrier transportation is being provided.

Codeshare means an agreement by which CO places its two letter designator code "CO" on flights operated by Carriers other than CO.

Conjunction Ticket means two or more tickets concurrently issued to a Passenger and which together constitute a single contract of carriage.

Consequential Damages means damages which are the result of an act but are not direct or immediate.

Contiguous United States or Continental United States mean the District of Columbia and all states of the United States other than Alaska or Hawaii.

Continental Connection carriers are Carriers not wholly owned or operated by Continental Airlines, Inc. or Continental Micronesia, Inc. but operating with the CO designator code under the trade name "Continental Connection".

Continental Express carriers are Carriers not wholly owned or operated by Continental Airlines, Inc. or Continental Micronesia, Inc. but operating with the CO designator code under the trade name "Continental Express".

Contract of Carriage means the terms and conditions contained in this document, as amended from time to time by the Carrier.

Co-Terminal means specified cities which may be considered the same point for determination of journey type.

Country of Commencement of Transportation means the country from which travel on the first international sector takes place.

Country of Payment means the country where payment is made by the purchaser to the carrier or its agent. Payment by check, credit card or other banking instruments shall be deemed to have been made at the place where such instrument is accepted by the carrier or its agent.

Date of Transaction means the date of issuance of the ticket, MCO or PTA.

Days means full calendar days, including Sunday and legal holidays, provided that for the purposes of notification, the balance of the day upon which notice is dispatched shall not be counted; and that for purposes of determining the duration of a validity period, the balance of the day upon which the ticket is issued or the flight commenced shall not be counted.

Department of Transportation (“DOT”) means the United States Department of Transportation.

Destination means the ultimate point of the Passenger’s journey as shown on the Ticket.

Domestic Carriage (“Domestic”) means (except as otherwise specified) carriage in which, according to the Contract of Carriage, the place of departure, the place of destination or stopover, and the entire transportation is between points within the United States, or points within another sovereign state.

East Africa means the area comprised of Burundi, Djibouti, Ethiopia, Kenya, Rwanda, Somalia, Tanzania and Uganda.

Eastbound means travel from a point in Area No. 1 to a point in Areas 2 or 3 via the Atlantic Ocean or travel from points in Area Nos. 2 or 3 to a point in Area No. 1 via the Pacific Ocean.

Educational Establishment means a school, academy, college, or university offering full time educational, vocational, or technical courses for a school year and does not include a commercial office, industrial or military establishment, or a hospital at which a student is serving an apprenticeship unless such apprenticeship is part of the school curriculum of the Educational Establishment at which the student is enrolled.

Europe means the area comprised of Albania, Algeria, Andorra, Armenia, Austria, Azerbaijan, Azores, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lichtenstein, Lithuania, Luxembourg, Madeira, Malta, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of the Ural Mountains), San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey in Europe and Asia, Ukraine, the United Kingdom, and Yugoslavia.

Fare Component means each local currency fare (except Add-On-Fares) where more than one such fare is used in construction of the total fare for a journey.

Flight Coupon means a portion of the Ticket that indicates travel points between which the coupon is good for carriage.

Foreign Air Transportation means transportation between a point in the United States and a point outside thereof.

Gateway means the Passenger’s first point of arrival or last point of departure within a geographic locale, *i.e.*:

- 1) When traveling between Areas No. 1, 2 or 3 the last point of departure/first point of arrival in that area.
- 2) When traveling between zones within one area, the last point of departure/first point of arrival in that zone.
- 3) When traveling between countries within a zone, the last point of departure in one country and the first point of arrival in another country.

Half Round Trip Fare means 50 percent of a specified or constructed round trip normal or special fare. In the absence of a specified or constructed round trip normal fare, the one way normal fare is considered to be a half round trip normal fare. If a specified or constructed one way special fare may be doubled to establish a round trip special fare, the one way special fare is considered to be a half round trip special fare.

IATA Rate of Exchange means the published rate of exchange issued by IATA from time to time.

Iberian Peninsula means the area comprised of Gibraltar, Portugal (including Azores and Madeira) and Spain (including Balearic and Canary Islands).

Immediate Family Member means spouse, children, step-children, foster children, legally adopted wards, son/daughter-in-law, grandchildren, parents, step-parents, legal guardians, mother/father-in-law, grandparents, brother/sister, step-brother/sister, half-brother/sister, brother/sister-in-law, aunts/uncles and nieces/nephews.

Indian Ocean Islands means Comoros, Madagascar, Mauritius, Mayotta, Reunion and Seychelles.

Indian Subcontinent means the area comprised of Afghanistan, Bangladesh, Bhutan, India, Nepal, Pakistan, Republic of Maldives and Sri Lanka.

Infant means a person who has not reached his/her second birthday as of the date of commencement of travel.

Interline Transfer Point means any point at which the Passenger transfers from the services of one carrier to the services of another carrier.

Interline Transportation means carriage on the services of more than one carrier where carriers agree to accept each other’s tickets and baggage.

International Carriage (“International”) means any carriage other than Domestic Carriage, however, when the Warsaw and/or Montreal Conventions are applicable, the stated definitions of “International” therein shall prevail.

International Sector means a Sector of uninterrupted air travel for which the arrival and departure points are in two different countries.

NOTE: For purposes of applying fares under this Contract of Carriage:

- 1) Travel on a sector between the U.S.A. and Canada is not considered international, and
- 2) For fare construction purposes, when transoceanic travel is involved in a fare component, travel on the transoceanic sector shall be considered the international sector.

Interstate Transportation means transportation between a point in any state of the United States and the District of Columbia and a point in any other state of the United States or the District of Columbia.

Intraline Transportation or “On-line” transportation means carriage solely over the services of a single air carrier.

Journey means all travel included on a Ticket or group of Conjunction Tickets.

Legal Guardian means one who legally has the care and management of an infant/minor.

Local Currency Fares means fares and related charges expressed in the currency of the Country of Commencement of Transportation.

Maximum Outside Linear Dimensions means the sum of the greatest outside length plus the greatest outside width, plus the greatest outside height.

Medical Certificate means a letter or form from the Passenger’s treating physician or hospital, where applicable, which must be signed and dated within one week of the first affected flight departure by the treating physician, or hospital in the country where the illness or treatment arose and which certifies the nature of the Passenger’s illness and treatment.

Micronesia means the area comprised of Guam, Johnston Island, Marshall Islands, Caroline Islands, Palau Island and Mariana Islands.

Mid-Atlantic Area means the area comprised of Anguilla, Antigua, Bahamas, Barbuda, Barbados, Bermuda, Bolivia, Bonaire, Belize, Cayman Islands, Colombia, Costa Rica, Buca, Curacao, Dominican Republic, Ecuador, El Salvador, French Guiana, Guadeloupe, Guyana, Haiti, Honduras, Jamaica, Martinique, Montserrat, Navis, Nicaragua, Panama, Peru, Puerto Rico, St. Kitts, St. Croix, St. Maarten, St. Thomas, Suriman, Trinidad, Tobago, and Venezuela.

Middle East means the area comprised of Aden, Bahrain, Cyprus, Egypt, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Muscat and Oman, Qatar, Saudi Arabia, Sudan, Syria, Trucial, United Arab Emirates and Yemen.

Military Agencies mean departments of the U.S.A. Army, Navy, and Air Force, the Marine Corps, the Coast Guard, the respective academies of the Army, Navy, Air Force, and Coast Guard, and the National Guard. The Reserve Officer Training Corps is not included.

Military Passenger means military personnel of the Military Agencies who are on active duty status or who have been discharged from active military service within seven days of the date of travel.

Minor means a person who has reached his/her second birthday but not his/her 18th birthday as of the date of commencement of travel.

Miscellaneous Charges Order (“MCO”) means a document issued by a carrier or its agents evidencing the provision of services to the person named in such document.

Montreal Convention means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, May 28, 1999.

Netherlands Antilles means the islands of Bonaire, Curacao and St. Maarten.

Normal Fare means the full fare established for regular or usual service, the application of which is not dependent upon any limited period of ticket validity or other special circumstances. Unless otherwise herein specified, Normal Fares shall be considered to include the following, all year one-way, round trip, circle trip and open jaw trips, First Class, BusinessFirst Class, Business Class, Executive Class, Economy Class, one-class Standard Service, Standard Services, Tourist/Coach Class service, Thrift Class service fares, and on-season and off-season fares.

North America means the area comprised of Alaska, Canada, Continental U.S.A. and Mexico.

North Central Pacific means all routes between points in Canada/U.S.A. and points in Area No. 3, except points in the Southwest Pacific, via the Pacific Ocean.

On-line Tariff Data Base means the remotely accessible, on-line version, maintained by the filer, of (1) the electronically filed tariff data submitted to the “official DOT tariff database,” and (2) the DOT approvals, disapprovals and other actions required by DOT.

On-line Transfer Point means any point at which the Passenger transfers from one service of a carrier to another service of the same carrier (bearing a different flight number).

Open-Jaw Trip means travel which is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure are not the same.

Origin means the initial starting place of the journey.

Other Charges means charges such as taxes, fees, etc., not to be shown in the fare construction box of the ticket, excluding excess baggage charges.

Oversold Flight means a flight where there are more Passengers holding valid confirmed Tickets that check-in for the flight within the prescribed check-in time than there are available seats.

Passenger means any person, except members of the crew, carried or holding a confirmed reservation to be carried in an aircraft with the consent of the carrier.

Passenger Coupon means that portion of the Ticket constituting the Passenger's written evidence of the Contract of Carriage.

Prepaid Ticket Advice ("PTA") means the notification between offices of a carrier or between carriers that a person has purchased and requested issuance of prepaid transportation for another person.

Proportional Fare: See "Arbitrary" above.

Qualified Individual with a Disability means any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. The phrases used in this definition are further defined in United States 14 CFR 382.5.

Rebooking means a change in date/time of reservation or other change not requiring ticket reissuance.

Related Charges means those charges to be shown in the fare construction box of the ticket and excess baggage charges.

Reroute means a change of routing, carriers, fares, class of service, flight or date from that originally provided on the ticket, but does not apply to open tickets.

Resident ("a Resident") means a person whose usual residence is in a certain country, provided that a more restricted definition may apply under local law.

Revalidation means any permissible change in flight reservations, as determined by the carrier, evidenced by the placement of a revalidation sticker.

Round-Trip means travel from one point to another and return by any air route for which the same normal all year through one way fare of the same class applies from the point of origin, provided that this definition shall not apply to travel for which the same all year through one way fare is established, between two points, in either direction around the world.

Routing means the cities and/or class of service and/or type of aircraft via which carriage is provided by the carrier(s) between two points.

Scandinavia means the area comprised of Denmark, Norway and Sweden.

School Year means a period of twelve (12) consecutive months less whatever interruptions for vacations are normally granted by the educational establishment at which the student is enrolled, provided that where the official scholastic year is less than twelve (12) months, "School Year" shall mean not less than a six-month period less whatever interruptions for vacations are normally granted at the educational establishment at which the student is enrolled.

Sector or Segment is the portion of a journey covered by a single Flight Coupon.

Service Animal means any guide dog, signal dog, or other animal trained to provide necessary assistance to a Qualified Individual with a Disability or, a trained animal that assists law enforcement officers in the search of contraband and or other items, or which provides assistance with rescue efforts.

Side Trip Combination means the combination of a fare which could be ticketed separately from and/or to an enroute point of a fare component.

Single Open Jaw means travel that is essentially of a round trip nature, except that the outward point of arrival and inward point of departure are not the same or the outward point of departure and inward point of arrival are not the same.

SITI means the sale and Ticket issuance both occur in the country of commencement of transportation.

SITO means the Ticket sale occurs in the country of commencement of transportation and the Ticket issuance occurs outside the country of commencement of transportation.

SOTI means the Ticket sale occurs outside the country of commencement of transportation and the Ticket issuance occurs in the country of commencement of transportation.

SOTO means the sale and Ticket issuance both occur outside the country of commencement of transportation.

South America means the area comprised of Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Surinam, Uruguay and Venezuela.

South Asian Subcontinent means the area comprised of Afghanistan, Bangladesh, Bhutan, India, Nepal, Pakistan, Maldives and Sri Lanka.

South East Asia means the area comprised of Brunei Darussalam, China, Guam, Hong Kong, Indonesia, Kampuchea, Kazakhstan, Krygyzstan, Laos, People's Democratic Republic of, Malaysia, Mongolia, Myanmar, Philippines, Singapore, Taiwan, Province of, Tajikistan, Thailand, Turkmenistan, Russian Federation (East of the Ural Mountains), Uzbekistan and Viet Nam.

South Pacific means the area comprised of all routes between points in the U.S.A./Canada and points in the Southwest Pacific via the Pacific Ocean.

Southwest Africa means points within Africa comprised of Botswana, Lesotho, Mozambique, Namibia, South Africa and Swaziland.

Southwest Pacific mean that area comprised of American Samoa, Australia, Cook Islands, Fiji, French Polynesia, Gilbert and Ellice Islands, Loyalty Islands, New Caledonia, New Hebrides, New Zealand, Papua, New Guinea, Samoa, Society Islands, Tonga, and intermediate islands.

Special Drawing Right ("SDR") means a special unit of currency, the value of which fluctuates and is recalculated each banking day. These values are known to most commercial banks and are reported in some newspapers and in the IMF Survey, published weekly by the International Monetary Fund, Washington, D.C. 20431.

Special Fare means a fare other than a normal fare.

Stopover means a deliberate interruption of travel by the Passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination. For International flights a Stopover will also be deemed to occur at an intermediate point from which the Passenger is not scheduled to depart on the date of arrival, but if there is no connecting departure scheduled on the date of arrival, departure on the next day within 24 hours of arrival shall not constitute a Stopover. If a portion of the routing is traveled by surface transportation, one Stopover shall be deemed to have been taken for such portion. For Domestic flights, a Stopover will also occur when a Passenger arrives at a point and fails to depart from such point on:

- 1) The first flight on which space is available; or
- 2) The flight that will provide for the Passenger's earliest arrival at intermediate or junction transfer point(s) or destination point, via the carrier and class of service as shown on the Passenger's Ticket; provided, however, that in no event will a Stopover occur when the Passenger departs from the intermediate/junction point on a flight shown in the carrier's official general schedule as departing within four hours after arrival at such point.

Surface Sector means transportation by means other than air between two intermediate points in a Fare Component.

Through Fare means a fare applicable for travel between two consecutive fare construction points via an intermediate point(s).

Ticket means the record of agreement, including electronic tickets, e.g., "Continental Electronic Tickets" or "eTickets," for the carrier(s) to provide transportation and related services under certain terms and conditions to the Passenger named on the Ticket and in accordance with applicable governing tariffs and regulations.

Ticketed Point means points shown in the 'good for passage' section of the ticket plus any other point(s) used for fare construction and shown in the fare construction box of the ticket, provided that two flight numbers of two carriers such as for an interchange flight will not be permitted on one Flight Coupon.

Transatlantic Sector means that portion of travel covered by a single Flight Coupon from the point of departure in Area No. 1 to the point of arrival in Area No. 2 and vice versa.

Transfer means a change from the flight on one carrier to the flight of another carrier, or a change from the flight of a carrier to another flight of the same carrier bearing the same flight number, or a change from the flight of a carrier to another flight that is a service bearing a different flight number of the same carrier, irrespective of whether or not a change of aircraft occurs.

Transfer Point means any point at which the Passenger Transfers.

Transit Point means any stop at an intermediate point on the route to be traveled (whether or not a change of aircraft is made) which does not fall within the definition of a Stopover.

Transoceanic means the portion of travel covering the area over an ocean and may refer to travel that is either transatlantic or transpacific.

Transpacific Sector means the portion of travel covered by a single Flight Coupon from the point of departure in Area No. 1 to the point of arrival in Area No. 3 and vice versa.

Unaccompanied Minor means a Child/Minor 5 to 14 years of age when traveling alone or not accompanied on the same flight and in the same compartment by a companion Passenger at least 18 years of age or with a Legal Guardian or parent.

United Kingdom (or "U.K.") means the area comprised of England, Scotland, Wales, Northern Ireland, Channel Islands and Isle of Man.

United States of America (or the "United States" or the "U.S.A.") means, unless otherwise specified, the area comprised of the 48 contiguous states, the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, Midway, and Wake Islands.

United States Department of Defense means the U.S.A. Department of the Army, Navy, and Air Force, and the U.S.A. Marine Corps.

Validate means a confirmation that the Ticket has been officially issued by the carrier.

Warsaw Convention means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or where applicable, that Convention, as amended, including without limitation, by the Protocol signed at The Hague September 28, 1955.

West Africa means the area comprised of Angola, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Congo (Brazzaville), Cote D'Ivoire, Equatorial Guinea, Gabon, The Gambia, Ghana, Guinea, Guinea-Bissau, Liberia, Mali, Mauritania, Niger, Nigeria, Sao Tome y Principe, Senegal, Sierra Leone, Togo and Congo (Kinshasa).

Westbound means travel from a point in Areas No. 2 or 3 to a point in Area No. 1 via the Atlantic Ocean or travel from a point in Area No. 1 to a point in Areas Nos. 2 or 3 via the Pacific Ocean.

Western Hemisphere means the area comprised of the Continental United States, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Canada, Greenland, Mexico, Central and South America, and the Caribbean Area.

## **RULE 2 STANDARD FORMAT OF ELECTRONIC RULES FOR TARIFF FILING PURPOSES (revised April 8, 2002)**

Rule number reserved for Airline Tariff Publishing Company ("ATPCO") filings.

## **RULE 3 APPLICATION OF CONTRACT (revised October 20, 2008)**

- A) These Rules constitute the conditions of carriage upon which CO and Carriers doing business as Continental Express or Continental Connection, agree to provide Domestic and International Carriage and are expressly agreed to by the Passenger. These Rules are also the tariffs filed by CO in accordance with certain government regulations.
- B) This Contract of Carriage is subject to applicable laws, regulations, rules, and security directives imposed by governmental agencies, including but not limited to those imposed during or as a result of a national emergency, war, civil unrest or terrorist activities. In the event of a conflict between the Rules contained herein and such government laws, regulations, rules, security directives and their corresponding effects on CO's operation, the latter shall prevail.
- C) Whether a Ticket for transportation on CO was sold by CO or its authorized agents (including other carriers acting on behalf of CO), the rules herein are applicable to transportation only on CO. Under arrangements with CO, independent carriers may provide Interline Transportation or Codeshare services. Travel on those independent carriers is subject to the terms and conditions of the contract of carriage of the independent carriers, which may differ from CO's Contract of Carriage.
- D) International Carriage is subject to the rules relating to liability established by, and to all other provisions of the Warsaw and/or Montreal Conventions. Any provisions of these rules that are inconsistent with any provision of the applicable Convention shall, to that extent, but only to that extent, be inapplicable to International Carriage.
- E) Except as otherwise provided within specific fare rules, transportation is subject to the Contract of Carriage and charges in effect on the date on which the Ticket is issued. References to pages, rules, items and notes are coterminous and include revisions, supplements and reissues thereof.
- F) Where the Ticket has been purchased and issued before the effective date of an increase in the applicable fare, the increase will not be collected, provided there is no change in Origin, Destination, Stopover point(s), flight(s) or dates shown on the original Ticket. These provisions apply whether an increase results from a change in fare level, a change in conditions governing the fare or a cancellation of the fare itself.

- G) CO will be responsible for the furnishing of transportation only over its own lines. When CO undertakes to issue a Ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), CO will act only as agent for the other carrier and will assume no responsibility for the acts or omissions of such other carrier.
- H) No employee or agent of CO has the authority to alter, modify, or waive any provision of the Contract of Carriage unless authorized by a corporate officer of CO. CO's appointed agents and representatives are only authorized to sell Tickets for air transportation pursuant to approved fares, rules, and regulations of CO. Failure or delay on the part of either party to exercise any right or power herein shall not operate as a waiver thereof.
- I) Unless specifically stated otherwise herein or required by law, including the Warsaw and/or Montreal Conventions, CO shall not be liable for any consequential, compensatory, indirect, incidental or punitive damages arising out of or in connection with the performance of its obligations under these rules.
- J) CO's obligations hereunder extend only to the Ticketed Passenger. There are no third party beneficiaries to these rules.
- K) Except where provided otherwise by law, CO's conditions of carriage, rules and tariffs are subject to change without notice, provided that no such change shall apply to Tickets issued prior to the effective date of such change.
- L) The invalidity of any provision herein by local law shall not affect the validity of any other provision that shall remain in full force and effect.
- M) If CO makes arrangements for Passengers with any third party to provide any services other than carriage by air, or if CO issues a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, CO acts only as Passengers' agent in doing so. The terms and conditions of the third party service provider will apply.
- N) Except as otherwise provided below, fare rule provisions, local or joint fares, including Arbitraries, contained in the On-line Tariff Database maintained by Airline Tariff Publishing Company on behalf of CO is considered to be part of International Passenger Rules and Fares Tariff No. IPR-2, C.A.B. No. 376, NTA(A) No. 210.I EXCEPTION: For Fares Published by Rule, see Page Nos. CO-184/CO-185-CO188/CO-189 of C.A.B. No. 737, NTA(A) No. 476.

**RULE 4 RESERVATIONS — CONFIRMATION/FARE QUOTES/DISCLOSURES (revised August 17, 2008)**

- A) A reservation for space on a given flight of CO is valid when the availability and allocation of such space is confirmed by CO or an authorized agent of CO. CO requires ticketing at the time of reservation. CO will allow changes without penalty or a 100% refund to the original form of payment if request is made within 24 hours of ticketing.
- B) Subject to payment or other satisfactory credit arrangements, a validated Ticket will be issued by CO or the authorized agent of CO indicating such confirmed reserved space provided the Passenger applies to CO or the authorized agent of CO for such Ticket at least 30 minutes before the scheduled Domestic departure time of the applicable flight, or 60 minutes prior to departure of an International itinerary. Such reservation of space is subject to cancellation by CO without notice if the Passenger does not comply with this Rule.  
EXCEPTION 1: If the Passenger agrees to apply to CO or an authorized agent of CO for a validated Ticket indicating such confirmed reserved space by a specific time before the scheduled departure time of the applicable flight, such earlier time limit will be entered into CO's reservation system and the reservation will be subject to cancellation by CO without notice if the Passenger does not apply to CO or its authorized agent for a validated Ticket indicating the confirmed reserved space before the agreed specific time in advance of the scheduled departure of the applicable flight.  
EXCEPTION 2: Where other rules, including fare rules, provide for the issuance, validation, or purchase of a Ticket within specific time limits, these specific time limits will apply.
- C) Once a Passenger obtains a Ticket indicating confirmed reserved space for a specific flight and date either from CO or its authorized agent, the reservation is confirmed even if there is no record thereof in CO's reservation system.
- D) When a person calls CO's telephone reservation system, CO will offer such person the lowest published fare available through such telephone reservation system for which the person is eligible given the dates, flights and class of service requested.
- E) CO will disclose at the time a reservation is made and prior to actual Ticket purchase, any available information regarding a change of aircraft on a single flight with the same flight number.
- F) Upon request, CO will disclose general information regarding aircraft configuration, including seat size and pitch, for the aircraft type on which the Passenger is booked. Variations may occur within an aircraft type.
- G) CO will make available through its website or otherwise, rules, restrictions, and an annual report on frequent flyer program redemptions.

- H) CO will disclose to a Passenger, upon request, whether the flight on which the Passenger is Ticketed is, at the time of the request, Overbooked if, within the usual and ordinary scope of such CO employee's work, the information is available to the employee to whom the request is directed.
- I) Seat assignments are not guaranteed and are subject to change without notice.
- J) CO may limit the number of Passengers carried at any fare level and certain fares will not necessarily be available on all flights. The number of seats which CO shall make available on a given flight will be determined by CO.
- K) Special fares may be available for emergency travel situations involving death, critical injury or illness requiring hospitalization, including hospice care, of an immediate family member provided that proper documentation (see below) is provided and accepted:
  - 1) Serious Illness Emergencies - The Passenger must provide CO with a written statement which provides the immediate family member's name, relationship to the Passenger, the name and telephone number of the hospital/hospice, the doctor's name, and a statement from the doctor that the immediate family member is actually hospitalized.
  - 2) Death Emergencies - The Passenger must provide CO with a written statement which provides the name of the deceased immediate family member, the relationship of the deceased to the Passenger, the name, address and telephone number of the funeral home, and if possible, a copy of the death certificate.  
NOTE: If the funeral home information is not available prior to departure, it may be provided at the time of the return flight.
  - 3) If the above required written documentation is not submitted to CO's satisfaction, the Passenger must pay the applicable fare for transportation used. The Passenger may then submit a refund request accompanied by the appropriate documentation within the time allowed for refunds under Rule 27 B).

**RULE 5 CANCELLATION OF RESERVATIONS (revised October 20, 2008)**

- A) CO has the right to cancel reservations (whether or not confirmed) of any Passenger whenever such action is necessary to comply with any governmental regulation, upon any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond CO's control, including Force Majeure events.
- B) CO has the right to cancel reservations (whether or not confirmed) due to the Passenger's failure to comply with the rules set forth herein, including but not limited to, the Passenger's failure to pay for the applicable Ticket under the conditions applicable to the fare for such travel.
- C) Failure to Occupy Space - If a Passenger fails to occupy space which has been reserved for him/her on a flight of CO and CO fails to receive notice of the cancellation of the reservation before the departure, or if any carrier cancels the reservation of any Passenger, CO may cancel all reservations (whether or not confirmed) held by such Passenger on the flights of CO or any carrier for continuing or return space, provided CO or an authorized agent of CO originally reserved that space.
- D) Airport Check-In Time Limits - CO has the right to cancel reservations (whether or not confirmed), deny boarding and/or refuse the acceptance of checked baggage of any Passenger who fails to present himself/herself within the following time requirements for check-in of Passengers and/or Baggage:
  - 1) Domestic flights, except those departing Guam:
    - a) For Passengers who do not need to check baggage, Passenger must complete the purchase of the ticket(s), check-in and obtain a boarding pass at least 30 minutes prior to scheduled departure.
    - b) For Passengers who do need to check baggage, Passenger must complete the purchase of the ticket(s), check-in, obtain a boarding pass, and complete baggage check-in at least 30 minutes prior to scheduled departure.  
EXCEPTION: At the following airports, Passengers must complete baggage check-in at least 45 minutes prior to scheduled departure: New York, NY (JFK); Tampa, FL; Las Vegas, NV; Orlando, FL; Philadelphia, PA; Denver, CO; Atlanta, GA, Los Angeles, CA; and Reno, NV.
    - c) All Passengers must be present at the loading gate for boarding at least 15 minutes prior to scheduled departure.  
NOTE: If the Passenger's itinerary includes an international destination, the international time limits in D)2) below apply to all flights in the itinerary.
  - 2) All International flights except those noted in the Exception below and all flights departing Guam:
    - a) Passenger must complete the purchase of the ticket(s), check-in, check baggage, and obtain a boarding pass at least 60 minutes prior to scheduled departure.  
EXCEPTION: At Lima, Peru, Passenger must complete check-in, check baggage and obtain a boarding pass at least 75 minutes (1 hour, 15 minutes) prior to scheduled departure.

- b) All Passengers must be at the loading gate for boarding at least 30 minutes prior to scheduled departure.
- E) The time limits provided by CO in this Rule are minimum time requirements. Passenger and baggage processing times may differ from airport to airport. It is the Passenger's responsibility to arrive at the airport with enough time to complete check-in, baggage and security screening processes within these minimum time limits.
- F) CO is not liable for any consequential, compensatory, or other damages when it cancels reservations (whether or not confirmed) of any Passenger in accordance with this Rule, but if the reservation was canceled according to paragraph A) of this Rule, see Rule 24.
- G) Overbooking - All of CO's flights are subject to Overbooking which could result in CO's inability to provide previously confirmed reserved space for a given flight or for the class of service reserved. In that event, CO's obligation to the Passenger is governed by Rule 25.

**RULE 6 TICKETS (revised September 4, 2008)**

- A) When more than one Ticket must be issued to properly reflect all of the information required for a complete flight itinerary, the individual Tickets will be cross-referenced by their Ticket numbers and are considered to be a single Ticket or "Conjunction Ticket."
- B) A Ticket will not be issued, and in any case CO will not be obligated to carry any Passenger until the Passenger has paid the applicable fare or has complied with credit arrangements established by CO.
- C) No person will be entitled to transportation except upon presentation of a valid Ticket.
- D) Lost Tickets. See Rule 27E).
- E) A Ticket which has not been validated or which has been altered, mutilated, or improperly issued, is not valid.
- F) Flight Coupons will be honored only in the order in which they were intended to be used and, in the case of written Tickets, only if all unused Flight Coupons and Passenger Coupons are presented together.
- G) Tickets are not transferable unless otherwise stated on the Ticket at the time it was issued. CO is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person. If a Ticket is in fact used by an unauthorized person with or without the knowledge or consent of the person to whom the Ticket was issued, CO will not be liable for the destruction, damage, or delay of such unauthorized person's baggage or other personal property, or for the death or injury of such unauthorized person arising from or in connection with such unauthorized use. As used herein, "unauthorized person", means any person other than the person to whom the ticket is issued and who is entitled to be transported or to a refund in accordance with the rules in this Contract of Carriage.
- H) A Ticket will be valid only for flight(s) for which reservation(s) have been made and only between the points named on the ticket or applicable Flight Coupons. A Passenger holding an unused open-date Ticket or portion thereof or Exchange Order for onward travel, or who wishes to change a ticketed reservation to another date, shall not be entitled to any preferential right with respect to the obtaining of reservations.
- I) Passengers Occupying Two Seats – Upon request, or if determined necessary by CO, and given availability, a Passenger will be permitted to the exclusive use of two seats subject to the payment of two applicable fares for the points between which the two seats will be used. A Ticket will be issued for each seat and the normal baggage allowance will apply in connection with each such Ticket presented to CO.
- J) Prohibited Practices:
  - 1) Fares apply for travel only between the points for which they are published. Tickets may not be purchased and used at fare(s) from an initial departure point on the Ticket which is before the Passenger's actual point of origin of travel, or to a more distant point(s) than the Passenger's actual destination being traveled even when the purchase and use of such Tickets would produce a lower fare. This practice is known as "Hidden Cities Ticketing" or "Point Beyond Ticketing" and is prohibited by CO.
  - 2) The purchase and use of round-trip Tickets for the purpose of one-way travel only, known as "Throwaway Ticketing" is prohibited by CO.
  - 3) The use of Flight Coupons from two or more different Tickets issued at round trip fares for the purpose of circumventing applicable tariff rules (such as advance purchase/minimum stay requirements) commonly referred to as "Back-to-Back Ticketing" is prohibited by CO.
- K) CO's Remedies for Violation(s) of Rules - Where a Ticket is purchased and used in violation of the Contract of Carriage or any fare Rule (including Hidden Cities Ticketing, Point Beyond Ticketing, Throwaway Ticketing, or Back-to-Back Ticketing), CO has the right in its sole discretion to take all actions permitted by law, including but not limited to, the following:
  - 1) Invalidate the Ticket(s);

- 2) Cancel any remaining portion of the Passenger's itinerary;
- 3) Confiscate any unused Flight Coupons;
- 4) Refuse to board the Passenger and to carry the Passenger's baggage, unless the difference between the fare paid and the fare for transportation used is collected prior to boarding;
- 5) Assess the Passenger for the actual value of the Ticket which shall be the difference between the lowest fare applicable to the Passenger's actual itinerary and the fare actually paid;
- 6) Delete miles in the Passenger's frequent flyer account (CO's "OnePass®" program), revoke the Passenger's Elite status, if any, in the OnePass program, terminate the Passenger's participation in the OnePass program, or take any other action permitted by the OnePass Terms and Conditions in CO's "OnePass Member's Guide;" and
- 7) Take legal action with respect to the Passenger.

**RULE 7 TICKET VALIDITY PERIOD (revised December 22, 2008)**

- A) Period of Validity - Except as otherwise provided in this Rule or required by the applicable local law of a foreign jurisdiction, any eligible Ticket issued by CO or its authorized agent on CO ticket stock will be valid for transportation for one year from the date on which transportation commences at the point of origin as designated on the original Ticket or, if no portion of the Ticket is used, one year from the date of issuance of the original Ticket. When a Ticket includes an excursion or special fare having a shorter period of validity than one year, the shorter period of validity will apply only to the excursion or special fare transportation. When a fare limits the carriage to specific periods of the day, week, month, or year, the Ticket is valid for the specified periods only. When fares are combined to create Round/Circle/Open-Jaw Trips, the most restrictive provisions will apply to the entire transportation. NOTE: Nonrefundable fares limit the period of validity. Tickets for travel on or after October 1, 2002 with a fare rule stating they are nonrefundable are, subject to applicable fare rules, not valid after the date of travel reflected on each Flight Coupon.
- B) Extension of Validity Period:
  - 1) If the Passenger is prevented from using the Ticket, or a portion thereof during the period of validity specified in this Rule due to a CO flight cancellation or because CO is unable to provide space on the flight, CO will, without additional collection of fare, extend the ticket validity period of such Passenger's Ticket until the first flight of CO on which space is available in the class of service for which the fare has been paid.
  - 2) If a Passenger is unable to commence or continue travel due to the illness, death, or physical incapacity of the Passenger, the Passenger's immediate family member(s), or the Passenger's traveling companion(s), CO will waive any applicable change fees associated with changing the ticket(s).
- C) Waiver of Minimum Stay Requirements - Special Fare - In the event of the death of a Passenger enroute, the minimum stay and group travel requirements with regard to any special fares will be waived for Passengers who are immediate family members of the deceased Passenger or were otherwise actually accompanying the deceased Passenger, on the following conditions:
  - 1) The ticket must be endorsed "earlier return on account of death of (name of Passenger)"; and
  - 2) A copy of the death certificate duly executed by the competent authorities under the applicable laws of the country in which death has occurred must be presented to CO at the time of reticketing. Passengers will be accommodated under this provision only in the class of service originally ticketed.  
NOTE: If the death certificate is not available at the time the Passenger requests reticketing under this provision, or if documentation satisfactory to CO has not been provided, the Passenger(s) requesting reticketing will be accommodated only upon payment of the fare applicable to transportation actually used and a request for a refund may later be filed with CO with the documents required. Upon receipt of the request for a refund and all supporting documents, CO will determine whether a refund to the Passenger is appropriate. If so, the maximum refund will be the difference between the total fare paid by the Passenger and the amount such Passenger would have paid if a waiver had been originally furnished under the provisions of this Rule.
- D) Ticket Issue Date - The date when payment is made by credit card, or the ticket invoice date established when payment is made by other acceptable form of payment, will constitute the date a Ticket is "issued" in determining the validity period under this Rule.

**RULE 8 RETURNED CHECK CHARGE (revised April 8, 2002)**

CO will collect USD 25 for each returned check. This charge is non-refundable and is not subject to any discount.

**RULE 9 PREPAID TICKET ADVICE CHARGES (revised January 29, 2008)**

Applicable for sales in the U.S.A./Canada/Micronesia/points in Area 2 only:

CO will impose a service charge of USD 100/CAD 100 for each PTA issued by CO. This service charge is not subject to any discount and cannot be refunded.

**EXCEPTION:** When the PTA service is requested by authorized travelers using U.S.A. government contract fares (-CA, -DG) or a combination of government contract and non-contract fares, the service charge will not be collected under the following circumstances:

- A) When reservations are made within 24 hours of departure; or
- B) There is no ticket issuing facility within 25 miles of the Passenger's location.

**RULE 10 TRANSATLANTIC SURCHARGES (revised April 8, 2002)**

For details concerning transatlantic surcharges, see CO's International Fare service surcharges filed with ATPCO referencing this Rule.

**RULE 11 PACIFIC SURCHARGES (revised September 20, 2004)**

For details concerning transpacific surcharges, see CO's International Fare service surcharges filed with ATPCO referencing this Rule.

**RULE 12 WESTERN HEMISPHERE SURCHARGES (revised September 20, 2004)**

For details concerning Western Hemisphere surcharges, see CO's International Fare service surcharges filed with ATPCO referencing this Rule.

**RULE 13 ACCEPTANCE OF CHILDREN/MINORS AND INFANTS (revised March 10, 2008)**

A) Accompanied

- 1) Passengers under 15 years of age are deemed "accompanied" and will be accepted for transportation when traveling on the same flight and in the same compartment with an Adult Passenger. Proof of age of the Passengers may be required by CO.

**NOTE:** Infants, Children and Minors will be considered accompanied when they are traveling with their Legal Guardian or one of their parents irrespective of the age of the parent or Legal Guardian.

- 2) Continental does not accept infants in incubation (except as permitted under Rule 15B) or infants under 7 days old.
- 3) Lap Children (infants under the age of two years):
  - a) One Lap Child per Adult Passenger is accepted. Additional infants under the age of two years must occupy a seat and be ticketed at the applicable fare.
  - b) Infants under the age of two years who are not ticketed may not occupy a seat.  
**NOTE:** Infants who are carried in an adult's lap do not require a Ticket for domestic travel. Infants traveling internationally may require a Ticket valued at 10% of the applicable fare. In many cases a Ticket is required for the infant to travel on international flights even if no fare is paid. In addition, some international destinations charge fees. A USD 0 value or fee only Ticket may be issued for the infant.
- 4) Children who have reached their second birthday are required to purchase a seat and occupy a seat with a separate seat belt. Infants reaching their second birthday after outbound flights will be required to purchase a Ticket and occupy a seat for continuing/return flights only.
- 5) Infant/child Seats: Children unable to sit upright with the seat belt fastened must be carried in an approved infant/child seat, if not being held by an Adult Passenger as a lap child. Infant/child seats:
  - a) Must be FAA approved and be clearly marked with the original NHTSA label.
  - b) Must be used in unoccupied aircraft seats and cannot be held in an adult's lap.
  - c) Cannot be used in an Exit Row.
  - d) Must remain properly secured to an aircraft seat at all times unless stored as a carry-on.

B) Unaccompanied

- 1) Unaccompanied Minors under five years of age are not accepted under any conditions.
- 2) Unaccompanied Minors five to seven years of age are accepted for transportation, at CO's sole discretion, on nonstop flights operated by CO and Carriers doing business as Continental Express or Continental Connection only.
- 3) Unaccompanied Minors eight to fourteen years of age are accepted for transportation, at CO's sole discretion, on nonstop flights and connecting flights operated by CO and Carriers doing business as Continental Express or

Continental Connection only, except on the last connecting flight of the day to their final destination unless the connecting flight is the only published service to that destination.

- 4) Unaccompanied minors are not accepted for transportation on flights connecting to/from Carriers other than CO or Carriers doing business as Continental Express or Continental Connection.
  - 5) Unaccompanied Minors must be brought to the airport of departure by a parent, Legal Guardian, or responsible adult who shall remain with the Unaccompanied Minor(s) until the Unaccompanied Minor(s) has boarded and the plane has departed from the gate, and who shall confirm that the Unaccompanied Minor(s) will be met by another parent, Legal Guardian, or responsible adult upon deplaning at the final destination.
  - 6) The parent, Legal Guardian, or responsible adult receiving the Unaccompanied Minor(s) upon deplaning at the final destination may be required to complete and sign documentation relating to such Unaccompanied Minor(s).
  - 7) Unaccompanied Minors five, six, or seven years of age may be required to show valid proof of age.
- C) Unaccompanied Minor Assistance Charge
- 1) Unaccompanied assistance is mandatory for Passengers five to 14 years old.
  - 2) Service charges for Unaccompanied Minor assistance will be assessed per fare component as follows: USD 75/CAD 75 on one-way for non-stop flights and USD 100/CAD 100 on one-way for connecting flights.
  - 3) If two or more Unaccompanied Minors are traveling together, only one service charge will be assessed.
  - 4) For travel from Brazil, no service charge will be assessed.
  - 5) For purposes of this Rule, "Unaccompanied Minor Assistance" means CO will furnish reasonable supervision for Unaccompanied Minors from boarding until deplaning at the final destination.

#### **RULE 14 SPECIAL SERVICES (revised May 11, 2006)**

- A) Definition of Non-Ambulatory under this Rule:
- 1) Persons who are unable to move themselves or need the support of another person to walk or move, but who are otherwise capable of caring for themselves without assistance throughout the flight are considered Non-Ambulatory.
  - 2) If a Passenger uses a wheelchair for convenience, the Passenger is not considered to be Non-Ambulatory.
  - 3) A child or infant is not considered to be Non-Ambulatory merely because of his/her age, except when requiring an Infant Transport System.
  - 4) If the Passenger can move himself/herself from his/her seat to the nearest emergency exit without the aid of another person, the Passenger is not considered to be Non-Ambulatory, regardless of the degree of impairment.
- B) Qualifications for Acceptance of Non-Ambulatory Passengers - Non-Ambulatory Passengers are accepted when accompanied by an attendant able to assist the Non-Ambulatory Passenger to evacuate the aircraft in accordance with U.S. 14 CFR 382.35. See Rule 21.
- C) Qualified Individual with a Disability - CO requires a Passenger, including a Qualified Individual with a Disability, to provide up to 48 hours' advance notice and one hour advance check-in for Domestic U.S. flights/two hours advance check-in for International flights if such Passenger wishes to receive any of the following service accommodations:
- 1) Transportation of an electric wheelchair on a flight scheduled to be made on an aircraft with fewer than 60 seats.
  - 2) Provision by CO of hazardous materials packaging for a battery for a wheelchair or other assistive device.
  - 3) Accommodation for a group of ten or more Qualified Individuals with Disabilities who make reservations and travel as a group.
  - 4) Provision of an on-board wheelchair on an aircraft that does not have an accessible lavatory.
- D) Denied Boarding Compensation
- 1) If CO determines that an attendant is essential for safety, CO may require that a Passenger, including a Qualified Individual with a Disability, meeting any of the following criteria travel with an attendant as a condition of being provided air transportation:
    - a) A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from CO personnel, including the safety briefing required by U.S. 14 CFR 121.571(a)(3), (a)(4) and 135.117(b);
    - b) A person with a mobility impairment so severe that the person is unable to assist in his or her evacuation of the aircraft; or
    - c) A person who has both severe hearing and severe vision impairments if the person cannot establish some means of communication with CO personnel adequate to permit the transmission of the required safety briefing.

NOTE: If CO determines that a person meeting the criteria in subparagraphs (a), (b) or (c) above must travel with an attendant, contrary to the individual's self-assessment that he/she is capable of traveling independently, CO will not charge for the transportation of the attendant.

EXCEPTION: For Passengers traveling to/from Canada, CO will accept a disabled person's determination of his/her self-reliance; or

- 2) If, because there is not a seat available on a flight for an attendant whom CO has determined to be necessary, a Qualified Individual with a Disability with only one confirmed reservation is unable to travel on the flight, the Qualified Individual with a Disability shall be eligible for denied boarding compensation in accordance with Rule 25. For purposes of determining whether a seat is available for an attendant, the attendant shall be deemed to have checked in at the same time as the Qualified Individual with a Disability.

E) For Rules regarding wheelchairs, see Rules 23 and 28.

#### **RULE 15 MEDICAL SERVICES (revised September 4, 2008)**

- A) Oxygen Service - CO will provide limited on-line, on-board oxygen service on most flights subject to availability (contact CO to verify specific flight and market availability) subject to the following conditions:
  - 1) Compliance with regulations of all countries within the flight itinerary where Oxygen will be used;
  - 2) A medical certificate from the Passenger's physician is provided to CO certifying the need for in-flight oxygen, stating whether any special conditions or attendants are required, and providing the maximum usage per hour and the oxygen flow rate per minute at 10,000 feet altitude;
  - 3) Oxygen equipment is available and can be positioned at the boarding city of the Passenger requiring it;  
NOTE: Oxygen is not available on any Beechcraft 1900 aircraft nor on chartered flights, and may not be available on Codeshare flights operated by other carriers.
  - 4) Passenger must provide CO at least 48 hours' notice to request oxygen services and will also be required to check-in for the flight at least two hours on International flights and one hour on Domestic U.S.A. flights before the planned departure (CO will make reasonable efforts to accommodate Passengers who fail to meet the 48-hour reservation/notification requirement or the advance check-in requirements, but will not be obligated to do so);
  - 5) The Passenger has paid a USD 100 fee for each Flight Segment (domestic and international) of his/her travel where oxygen is required;
  - 6) The Passenger will not be assigned a seat in a row with, behind, or in front of an emergency window exit;
  - 7) To the extent possible, Passengers receiving or requesting in-flight medical oxygen service will be given boarding priority on CO in the event of an irregular operation. Reaccommodation of the Passenger on another carrier will be subject to that carrier's requirements and capabilities to provide oxygen as they apply to the existing circumstances; and
  - 8) CO is not liable for failure to provide this service when such failure is beyond its control.
- B) Customer Provided Portable Oxygen Concentrators - Portable oxygen concentrators (POCs) approved by the Federal Aviation Administration (FAA) may be carried and used on board flights operated by CO worldwide, at no charge, in accordance with specific FAA requirements and the following conditions:
  - 1) Specific POCs currently approved by the FAA are:
    - a) The AirSep "Lifestyle", manufactured by the Airsep Corporation.
    - b) The AirSep "Freestyle", manufactured by the Airsep Corporation.
    - c) The Inogen One, manufactured by the Inogen Corporation.
    - d) SeQual Eclipse, manufactured by SeQual Technologies Inc.
    - e) Respironics Evergo, manufactured by Respironics Inc.
  - 2) Other POCs brands and models may be carried in the cabin with batteries removed if they meet CO's carry-on size and weight requirements or they may be carried as checked baggage. CO may accept other brands and models for use on board in the future as they become approved by the FAA and CO. Check [www.continental.com](http://www.continental.com) for current acceptable POCs.
  - 3) Customers must satisfy specific requirements prior to boarding the aircraft. The customer must:
    - a) provide advance notice in the reservation record that he/she is planning to use a POC on board the flight.
    - b) have a signed written Doctor's statement that:
      - (i) states the user of the POC has the physical and cognitive ability to see, hear and understand the device's aural and visual cautions and warnings and is able, without assistance, to take appropriate action in response to those cautions and warnings.

- (ii) states whether or not oxygen use is medically necessary for all or a portion of the flight(s) listed on the customer's itinerary.
      - (iii) specifies the maximum oxygen flow rate in liters per minute corresponding to the pressure in the cabin of the aircraft under normal operating conditions.
      - (iv) states the expected total operating time (duration) of the POC in hours and minutes.
      - (v) will be reviewed at the airport prior to boarding and must be kept by the customer and provided upon request by CO personnel at any time during travel. Customers may use and print out the Medical Verification Statement available on CO's website, [www.continental.com](http://www.continental.com).
    - c) ensure that he/she has ample batteries to power the POC for the duration of his/her flight plus 3.0 additional hours to allow for unanticipated delays and any ground connection time where the POC is planned to be used. (NOTE: aircraft in -seat electrical power is not available for customer use with POCs).
    - d) ensure that all extra batteries are properly protected from short circuiting by either:
      - (i) having recessed battery terminals or;
      - (ii) packing them so that the batteries do not contact metal objects including the terminals of other batteries.
  - 4) Failure to meet the requirements will result in denied use of the POC during travel. Customers planning on traveling with POCs are solely responsible for advising CO as soon as reservations are confirmed, regardless of whether the reservations were made through a travel agent, on the internet or directly with CO, in order to confirm specific requirements and to provide the airline with required information.
  - 5) When connecting to or from any flight other than a CO, Continental Express, Continental Connection or any interline flight, customer is responsible for notifying and making independent arrangements directly with the other airline. The current FAA authorization enables but does not require airlines to accept POCs and some airlines may not accept them or may require a fee.
  - 6) POCs are assistive devices for customers with disabilities. As such, they do not count toward carry-on or checked baggage limits, whether or not they are used on board. They must be able to fit underneath the seat or in an overhead storage compartment.
  - 7) CO is not liable for POC equipment failures, failure of the batteries that power the POC, or any other losses or damages alleged by the customer or any other person arising out of the use or possession of the POC, unless caused by the gross negligence or willful misconduct of CO.
- C) Medical Transport Services - These services are limited and provided only in the Micronesia region. Passengers must provide 48 hours' advance notice for these services (CO will make reasonable efforts to accommodate Passengers who fail to meet the 48-hour reservation/notification requirement, but will not be obligated to do so). Subject to CO's approval based upon the availability of space, appropriate equipment, aircraft type, and pursuant to the following conditions:
- 1) Passengers on Stretchers
    - a) Passenger must comply with CO's medical procedures;
    - b) Passenger must pay for all seats required for stretcher transportation as determined by CO;
    - c) Passenger must be accompanied by two attendants, provided at the Passenger's expense, one being a medical attendant/physician and the other a family member or guardian;
    - d) The cost of ambulance service, hospitalization and other ground services shall be paid by the Passenger;
    - e) The normal Baggage allowance will apply to each fare paid; and
    - f) The loading and unloading of the stretcher Passenger is the responsibility of the stretcher Passenger's attendants and must be arranged by the Passenger at his own expense.
  - 2) Incubators and Infant Transport System (ITS)
    - a) The fee for ITS transport is six normal full adult economy fares;
    - b) The loading and unloading of the ITS will be handled by CO;
    - c) The cost of ambulance service, hospitalization and other ground services shall be paid by the Passenger;
    - d) ITS must be accompanied by physician or medical attendant to attend to the Passenger's inflight needs and who is provided at the Passenger's expenses; and
    - e) Passenger must comply with CO's medical procedures.
  - 3) All necessary medical documentation is completed and provided to CO prior to flight.

**RULE 16 SERVICE ANIMALS (revised October 13, 2006)**

- A) CO accepts for transportation, without charge, trained Service Animals for travel with a Qualified Individual with a Disability who requires the animal to assist them in the performance of necessary activities. The animals will be permitted to accompany the Passenger into the cabin, if they meet the conditions of acceptance noted below.
- B) Conditions of Acceptance
  - 1) CO shall accept as evidence that an animal is a Service Animal such items as identification cards, other written documentation, the type of harness or markings on the harness, tags, or other credible assurances of the Qualified Individual with a Disability using the animal.
  - 2) Service Animals must be properly harnessed and remain under the direct control of the Passenger. A Service Animal will be denied boarding or removed from the flight by CO if the animal cannot be contained by the passenger or otherwise exhibits behavior that poses a threat to the health or safety of other passengers or a significant threat of disruption.
  - 3) Certain Service Animals, such as various breeds of monkeys, must be small enough and confined to sit in the Passenger's lap or in the space under the seat without invading another Passenger's seat area during the entire flight. If no other seat accommodation can be made and the animal is too big to fit safely in the cabin, the Service Animal must be checked as baggage.
  - 4) Passengers with Service Animals will not be seated in emergency exit rows. They may not obstruct an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation.
  - 5) A Qualified Individual with a Disability requesting travel with a Service Animal used solely for the purpose of providing comfort or emotional support to the passenger, will be required to provide to CO current documentation (i.e., not more than one year old) on letterhead from a qualified mental health professional stating (1) that the passenger has a mental health-related disability; (2) that having the animal accompany the passenger is necessary to the passenger's mental health or treatment or to assist the passenger with his or her disability; and (3) that the individual providing the assessment of the passenger is a licensed mental health professional and the passenger is under his or her professional care. CO reserves the right to authenticate any documentation presented.
- C) CO accepts for transportation, without charge, a properly harnessed dog trained in explosive detection, drug search, and rescue, or other specific functions, when accompanied by its handler on official emergency business as authorized by an appropriate federal, state, or local government agency. The dog will be permitted to accompany its handler into the cabin, but not to occupy a seat.
- D) Local regulations at the Passenger's final or intermediate destination(s) may apply and impose further requirements or restrictions, including but not limited to, carriage in the passenger cabin, limitations on the designation of Service Animals to dogs only, or the non-recognition of emotional support animals as trained and qualified Service Animals.
- E) The Passenger assumes full responsibility for the safety, well-being, and conduct of its Service Animal, including the interaction of the Service Animal with other Passengers who may come in contact with the animal while on board the aircraft, and for compliance with all governmental requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state, or territory from and/or to which the animal is being transported.

**RULE 17 GROUND TRANSFER SERVICE (revised April 8, 2002)**

- A) CO may provide ground transfer service between airports and city centers.
- B) Except where ground transfer service is directly operated by CO, it is agreed that any such service is performed by independent operators. Anything done by an employee, agent or representative of CO in assisting the Passenger to make arrangements for such independent ground transfer service shall in no way make CO liable for the acts or omissions of such independent operator.
- C) In cases where CO maintains and directly operates local transfer services for its Passengers, the terms, conditions, rules and regulations of CO, including but not limited to, those stated or to which reference is made in CO's Tickets, Baggage Checks and baggage valuation agreements shall be deemed applicable to such local ground transfer services. No portion of the air transportation fare shall be refundable in the event local ground services are not used by the Passenger.

**RULE 18 COMMUTERS AND CODESHARE SERVICE (revised April 19, 2002)**

- A) Under a Codeshare arrangement with CO, certain independent carriers are authorized to utilize CO's two-letter designator code, "CO," to market their flights. Travel on these carriers, even when the flight number is designated as "CO," is subject to the terms and conditions of the Contract of Carriage of the carrier operating the flight and may differ from CO's Contract of Carriage. Terms and conditions that may differ include, but are not limited to:
  - 1) Baggage acceptance, including, but not limited to, size, weight and contents;

- 2) Carriage of animals as checked baggage or in the cabin of the aircraft;
  - 3) Smoking aboard the aircraft;
  - 4) Compensation for denied boarding due to oversale of seats; and
  - 5) Limitation of liability for lost or damaged baggage.
- CO's internet website, [www.continental.com](http://www.continental.com), contains a list of the independent carriers currently utilizing CO's two-letter designator code.
- B) CO will obtain, at the time a Codeshare Agreement is entered into with a Domestic Codeshare airline partner (except ATA Carriers or ATA Carriers' affiliates), confirmation that such Domestic Codeshare airline partner has adopted plans and policies comparable (to the extent applicable and permitted by law and subject to operational constraints) to CO's Customer First Commitments as in effect at the time the Codeshare Agreement is entered into.
  - C) CO will advise Passenger at the time of Passenger's initial inquiry when a CO flight is operated by another carrier under a Codeshare arrangement.

**RULE 19 TRAVEL DOCUMENTS (revised December 22, 2008)**

- A) Each Passenger desiring transportation across any international boundary is responsible for obtaining and presenting all necessary travel documents, which shall be in good condition, and for complying with the laws of each country flown from, through or into which he/she desires transportation. CO reserves the right to seek reimbursement from the Passenger for any loss, damage, or expense suffered or incurred by CO by reason of such Passenger's failure to do so. CO is not liable for any assistance or information provided by any employee or agent of CO to any Passenger relating to such documents or compliance with such laws, or for the consequences to any Passenger resulting from his/her failure to obtain and present such documents, which shall be in good condition, or to comply with such laws. Where legally permitted, CO reserves the right to hold, photocopy or otherwise reproduce a travel document presented by any Passenger. CO also reserves the right to deny boarding to any Passenger whose necessary travel documents are not in good condition or which otherwise do not comply with laws of the specific country the Passenger is departing from, transiting through, or traveling to.
- B) Subject to applicable laws and regulations, the Passenger must pay the applicable fare whenever CO, on government order, is required to return a Passenger to his/her point of origin or elsewhere due to the Passenger's inadmissibility into/or deportation from a country. The fare will be the applicable fare in effect at the time of the original Ticket's issuance. Any difference between the applicable fare and the fare paid will be collected from or refunded to the Passenger, as the case may be. CO will apply to the payment of such fares any funds paid by the Passenger for unused carriage or any funds of the Passenger in possession of CO. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by CO unless the law of such country requires that the fare be refunded.
- C) Transit facilities permitting, CO will accept for transportation Transit Without Visa Passengers (TWOVs) provided TWOV complies with all transit requirements established by the transited country and assumes all responsibility and expense for any failure to meet the local requirements.
- D) Australian Electronic Travel Authority (ETA): Effective February 9, 2005 CO will collect a 20 USD non-refundable service fee for the issuance through Continental of Australia's Electronic Travel Authority (ETA).  
The fee will be collected only for the request of:
  - 1) A Visitor/Tourist (Type V) ETA; - Traveling for tourism for a visit up to three months per visit within a 12-month period.
  - 2) A Business Entrant-Short Validity (Type BS) ETA; - Traveling on business for a one-time visit up to three months from date of arrival.

Note: The Business Entrant-Long Validity (Type VL) ETA fee of 65 USD that has always been required remains in effect and must be paid with a credit card at booking time through the ETA system only.
- E) This Rule and its limitations includes, but is not limited to, Travel Documents related to travel by minors. Some countries require special documents for minors traveling with only one parent to/from an international destination.

**RULE 20 SCREENING OF PASSENGERS AND BAGGAGE (revised June 1, 2002)**

Passengers and/or their baggage are subject to security screening, including but not limited to, security profiling, physical pat-downs and inspections, x-ray screening, manual bag searches, questioning of Passengers, and use of electronic or other detectors or screening or security devices, in the sole discretion of the government, airport or CO, and with or without the Passenger's presence, consent or knowledge. Neither CO nor its employees or agents is liable for any damage, loss, delay (including refusal to transport), confiscation of property, injury or other harm relating to or arising out of security screening or Passenger's failure to submit to or comply with such security screening.

**RULE 21 REFUSAL TO TRANSPORT (revised May 24, 2004)**

CO shall have the right to refuse to transport or shall have the right to remove from the aircraft at any point, any Passenger for the following reasons:

- A) Breach of Contract of Carriage – Failure by Passenger to comply with the Rules of the Contract of Carriage.
- B) Government Request or Regulations – Whenever such action is necessary to comply with any government regulation, security directive, or any governmental request for emergency transportation in connection with the national defense.
- C) Force Majeure and Other Conditions – Whenever such action is necessary or advisable by reason of weather or other conditions beyond CO’s control including, but not limited to, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, terrorist activities, or disturbances, whether actual, threatened, or reported.
- D) Search of Passenger or Property – Whenever a Passenger refuses to submit to electronic surveillance or to permit search of his/her person or property.
- E) Proof of Identity – Whenever a Passenger refuses on request to produce identification satisfactory to CO or who presents a Ticket to board and whose identification does not match the name on the Ticket. CO will require identification of persons purchasing Tickets and/or presenting a Ticket(s) for the purpose of boarding the aircraft.
- F) Failure to Pay – Whenever a Passenger has not paid the appropriate fare for a Ticket, Baggage, or applicable service charges for services required for travel, or produced satisfactory proof to CO that the Passenger is an authorized non-revenue Passenger or has engaged in a prohibited practice as specified in Rule 6.
- G) Across International Boundaries – Whenever a Passenger is traveling across any international boundary if:
  - 1) The government required travel documents of such Passenger appear not to be in order according to CO’s reasonable belief; or
  - 2) Such Passenger’s embarkation from, transit through, or entry into any country from, through, or to which such Passenger desires transportation would be unlawful or denied for any reason.
- H) Safety – Whenever refusal or removal of a Passenger may be necessary for the safety of such Passenger or other Passengers or members of the crew, including, but not limited to:
  - 1) Persons whose conduct is disorderly, offensive, abusive, or violent;
  - 2) Persons who fail to comply with or interfere with the duties of the members of the flight crew, federal regulations, or security directives;
  - 3) Persons who assault any employee of CO, including the gate agents and flight crew, or any CO Passenger;
  - 4) Persons who, through and as a result of their conduct, cause a disturbance such that the captain or member of the cockpit crew must leave the cockpit in order to attend to the disturbance;
  - 5) Persons who are barefoot or not properly clothed;
  - 6) Persons who are unable to sit in a single seat with the seat belt properly secured, unless they comply with Rule 6 I);
  - 7) Persons who appear to be intoxicated or under the influence of drugs unless the appearance of such condition is solely due to the person being a Qualified Individual with a Disability, in which case boarding will not be denied;  
NOTE: If CO determines a passenger has engaged in the activity(ies) enumerated in H)1-7, such actions will constitute a Breach of the Contract of Carriage.
  - 8) Persons who wear or have on or about their person concealed or unconcealed deadly or dangerous weapons; provided, however, that CO will carry law enforcement personnel who meet the qualifications and conditions established in U.S. F.A.R. 108.11;
  - 9) Persons who are manacled;
  - 10) Persons who have resisted or may reasonably be believed to be capable of resisting custodial supervision;
  - 11) Pregnant Passengers expecting delivery within seven days, unless such Passenger provides a doctor’s certificate dated no more than 72 hours prior to departure stating that the doctor has examined and found the Passenger to be physically fit for air travel to and from the destination requested on the date of the flight and that the estimated date of delivery is after the date of the last flight;
  - 12) Persons with a communicable disease or infection known or reasonably believed by CO to pose a direct threat to the health or safety of others in the course of a flight. If a Qualified Individual with a Disability with such communicable disease or infection presents a medical certificate (dated within ten (10) days of the date of the flight for which it is being presented) to CO with specific conditions under which such person can travel and not pose a direct threat to the health and safety of other persons, transportation will be provided to such individual unless it is not feasible for CO to implement the conditions set forth in the medical certificate as necessary to prevent the transmission of the disease or infection to other persons in the normal course of flight;

- 13) Persons who fail to travel with the required attendant(s) pursuant to Rules 14 and 15.
  - 14) Persons who do not qualify as acceptable Non-Ambulatory Passengers. See Rule 14.
- I) Refunds - CO may, at the request of a Passenger who is removed or refused transportation in accordance with this Rule, provide a refund in accordance with Rule 27 A).

**RULE 22 SMOKING POLICY (revised December 22, 2008)**

Smoking is not permitted on any CO operated flights. Federal law also prohibits smoking in an airplane lavatory and tampering with, disabling, or destroying any smoke detector installed in any airplane lavatory. By purchasing a ticket or accepting transportation, the Passenger agrees to comply with CO's smoking policy and applicable federal law, and CO reserves the right to seek reimbursement from any Passenger whose failure to do so causes CO any loss, damage or expense.

**RULE 23 BAGGAGE (revised December 22, 2008)**

- A) General Conditions of Acceptance - Passengers may check Baggage for carriage in the cargo compartment of the aircraft and/or may carry Baggage on board the aircraft subject to provisions in this Rule. CO will accept Baggage subject to the following conditions:
- 1) Passengers must present a valid Ticket for transportation over the lines of CO or over the lines of CO and one or more other carriers with which CO has an Interline Transportation agreement.
  - 2) CO has the right to refuse to transport Baggage on any flight other than the one carrying the Passenger.
  - 3) CO will refuse to accept property for transportation when the size, weight, character or type of packaging renders it unsuitable for transportation on the particular aircraft which is to transport it, or when the property cannot be accommodated without harming or annoying Passengers.
  - 4) All Baggage or other property for which CO assumes custody and for which it issues a Baggage Claim Check shall be deemed acceptable for transportation by air.
  - 5) Baggage will not be checked:
    - a) To a point that is not on the Passenger's Routing;
    - b) Beyond the Passenger's next point of Stopover or, if there is no Stopover, beyond the final Destination of the Ticket;
    - c) Beyond a point at which the Passenger wants to reclaim the Baggage or any portion thereof;
    - d) Beyond a point to which all applicable charges have been paid;
    - e) Beyond a point at which the Passenger is to Transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the Passenger is scheduled to arrive;
    - f) More than four hours prior to Passenger's scheduled flight departure (except certain flights departing from GUM); or
    - g) To an intermediate point unless the intermediate point to which the Baggage is to be checked is a permissible Stopover point at the fare paid (except if the Passenger is making a connection to the first available CO flight departing from such intermediate point and the connection exceeds four hours, the Passenger may reclaim his/her Baggage at such intermediate connecting point).
  - 6) CO has the right to refuse to accept Baggage without a signed release of liability from the Passenger if the Passenger fails to present the Baggage within the Check-in time limits specified in Rule 5D).
  - 7) CO will not accept Baggage for transport without the Passenger's identification and unless the Passenger's name appears on the Baggage. CO will supply baggage identification tags or labels free of charge.
  - 8) Checked Baggage will be carried on the same aircraft as the Passenger unless such carriage is deemed impractical by carrier, in which event the carrier will make arrangements to transport the Baggage on the next flight on which space is available.
- B) Baggage Allowance - When a Passenger presents a valid Ticket for transportation between points on CO, CO will transport the Passenger's Baggage between such points, subject to the conditions of acceptance below and the allowances set forth in this Rule. For purposes of this Rule, Baggage Allowance is defined as the number of pieces of Baggage that will be carried, either as Checked Baggage or Carry-on Baggage, provided such Baggage meets the specified Maximum Outside Linear Dimensions and maximum weight of each piece.
- 1) CO will accept one piece of Checked Baggage with a maximum weight of 50 pounds (22.7kg) and a Maximum Outside Linear Dimension of 62 inches (157cm) for a service fee of USD 15/CAD 15. CO will accept a second piece of Checked Baggage with a maximum weight of 50 pounds (22.7kg) and a Maximum Outside Linear Dimension of 62 inches (157cm) for a service fee of USD 25/CAD 25. In addition, the following provisions apply to the Baggage Allowance for Checked Baggage:

- a) One of the following items may be checked in lieu of one piece of baggage: archery equipment, boogie/skim/speed board, bowling equipment, fencing equipment, fishing equipment, hockey/lacrosse sticks, golfing equipment, gymnastic equipment, javelins, kayaks, oars, pool cues, scuba-diving bag, shooting equipment, water skiing/snow skiing/snowboard equipment, or a second wheelchair. See E) 9) a) (i)-(xii) for acceptance conditions.
  - b) A OnePass Elite member's two pieces of free checked baggage are subject to a maximum weight of 70 pounds (31.8 kg) and a Maximum Outside Linear Dimension of 62 inches (157 cm) per bag.
  - c) A customer checking in for a confirmed seat in either the BusinessFirst, Business Class, or First Class cabin on the Origin Segment or Transfer Point Segment over which the baggage is to be carried may check free of charge three (3) pieces subject to a maximum weight of 70 pounds (31.8 kg) and a Maximum Outside Linear Dimension of 62 inches (157 cm) per free checked bag.
  - d) A representative of the U.S.A. Secret Service or White House Communication Agency on duty may check free of overweight/oversize charge one piece of Baggage which exceeds the maximum Baggage Allowance dimensions.
  - e) A Military Passenger traveling on orders may check free of charge three duffel bags, sea bags or B-4 bags up to 70 pounds (31.8 kg)/115 linear inches (292 cm).
    - (i) Duffel Bag is defined as a canvas, cylindrically shaped bag, folded and fastened at one end.
    - (ii) Sea Bag is defined as a canvas, cylindrically shaped bag, closed at one end by means of draw ropes.
    - (iii) B-4 Bag is defined as a suitcase type handbag made of canvas with leather and metal binding and with expandable canvas compartments on the two sides of the bag.
  - f) For international travel on flights operating as Continental Express or Continental Connection, Baggage is limited to one checked bag not to exceed Maximum Outside Linear Dimensions of 62 linear inches (157 cm) and 50 pounds (22.7 kg) and no boxes are permitted.
  - g) For travel to, from or within Micronesia, Baggage is limited to two checked bags, 1 checked bag and 1 checked box or 1 checked bag and 1 checked cooler not to exceed Maximum Outside Linear Dimensions of 62 linear inches (157 cm) and 50 pounds (22.7 kg).
- 2) Carry-on Free Baggage Allowance - CO will accept one piece of Carry-on Baggage free of charge, which, for purposes of this Rule, is referred to as the Carry-on Free Baggage Allowance. Carry-on Baggage is subject to Maximum Outside Linear Dimensions of 45 inches (114 cm) and a maximum weight of 40 lbs. (18 kg). EXCEPTION: For customers departing from any European destination and India, the carry-on baggage is subject to a maximum weight of 11 lbs (5kg). Carry-on Baggage may be stored in carry-on compartments of the aircraft if so equipped, or it must be retained in the Passenger's custody and stored under a seat or in an overhead compartment approved for the carriage of such Baggage. Carry-on Baggage is subject to the following additional conditions:
- a) Operations, security directives or other safety considerations may require limitations to the allowable Carry-on Baggage on a specific flight. CO reserves the right in its sole and absolute discretion to determine the suitability and place of storage of any items to be carried in the cabin of the aircraft.
    - (i) Subject to carry-on storage capacities of the aircraft, CO reserves the right to check a Passenger's carry-on baggage.
  - b) In addition to the Carry-on Free Baggage Allowance and providing operational and space limits permit, each Passenger may carry on board the aircraft, without additional charge, any of the following personal articles:
    - (i) One small personal article such as a briefcase, small lap-top computer, purse, day planner or camera bag;
    - (ii) A wheelchair qualified as a Special Item in Section E 12 of this Rule, provided it is collapsible and will fit in an approved cabin storage space.
    - (iii) A cane, walking stick and/or crutches and/or braces or other assistive devices on the same flight with the Passenger dependent on the device. (NOTE: Restrictions as to weight and size do not apply to these assistive items except in cases where they exceed the operational capabilities of the aircraft); and
    - (iv) A small collapsible stroller, diaper bag or government approved child seat. The child seat must be stowed in an approved storage space.
- 3) Baggage Allowance for Children
- a) Children paying at least 50 percent of an Adult fare or a published Child's fare receive the same Baggage Allowance as Adults.
  - b) Children carried without charge will not be granted a Baggage Allowance.

- c) Infants paying at least 10 percent of an Adult Fare will be granted a Baggage Allowance of one stroller or one car seat and one other piece with Maximum Outside Linear Dimensions of 62 inches (157 cm) and a maximum weight of 50 pounds (22.7 kg). Note: If the Infant's Baggage Allowance is exceeded, the excess will become part of the fare paying Adult's baggage allowance and all restrictions and excess charges will apply.
  - 4) Passenger Reroutes - A Passenger rerouted in accordance with Rule 24 will be entitled to the maximum Baggage Allowance applicable for the trip originally purchased, regardless of whether the Passenger is transferred to a different class of service or whether the Passenger is entitled to a fare refund.
  - 5) Pooled Baggage - When two or more Passengers traveling together to the same Destination on the same flight present themselves and their Baggage at the same time and place, their maximum Baggage Allowance will be the sum of their individual maximum Baggage Allowances. Baggage in excess of the combined Baggage Allowance will be subject to the Excess Baggage Charge.
- C) Weight/Size/Excess Limitations and Charges
- 1) Subject to the requirements of Baggage Allowances, Baggage in excess of the maximum Baggage Allowances will be accepted for transportation only upon payment of Excess Baggage Charges and Oversize/Overweight Baggage charges specified in this Rule on a space-available basis only and will be carried subject to the load capacities of the aircraft.
  - 2) No articles will be accepted for transportation if the Maximum Outside Linear Dimensions exceed 115 inches (292 cm) or if the article weighs more than 70 pounds (31.8 kg) or if the aircraft in use does not yield itself to the carriage of the Baggage except as provided in this Rule. Exception: Stringed Double Bass instruments and Wheelchairs and assistive devices per Part 382 will be accepted for transportation if the Maximum Outside Linear Dimensions exceed 115 inches (292 cm) or if the article weighs more than 70lbs. (31.8 kg).
  - 3) In no event will CO accept more than 4 bags over the Baggage Allowance limit that are either overweight, oversize or a combination thereof.
  - 4) Excess Baggage Charges and Oversize/Overweight Baggage charges will apply from the point at which Baggage is accepted for transportation to the point at which Baggage is checked or transported in the Passenger compartment. Baggage connecting to other airlines also will be subject to the connecting airlines' excess charges and/or oversize/overweight charges, in addition to CO's excess and/or oversize/ overweight charges (EXCEPTION: For excess baggage connecting to other airlines in Area 2 and 3 see 8) b) below for charges).
  - 5) International Baggage Limitations - For purposes of this Rule, "Embargo" is defined as a period of time when the acceptance of Baggage is restricted or not allowed as set forth below. During an Excess Baggage Embargo when no excess baggage is accepted, only one box/cooler per Passenger will be accepted as Checked Baggage in the Baggage Allowance in lieu of one suitcase, provided the box is suitable for normal handling and meets the weight and size requirements. The box will be transported on a space-available basis only and will be carried subject to the load capacities of the aircraft.
    - a) Applicable for travel between the U.S.A./Canada and points in Mexico
      - (i) (Applicable for travel between the U.S.A./Canada and Leon) No more than one article of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charges specified below.  
EMBARGO: No Baggage in excess of the Baggage Allowance will be accepted when travel occurs during the period of November 15 of one year through January 15 of the following year, the Friday before Good Friday (nine days prior to Easter) through the Wednesday following Easter, or between June 4 and August 31 of the same year.
      - (ii) (Applicable for travel between the U.S.A./Canada and Guadalajara, Mexico City and Veracruz) No more than three articles of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charges specified below.  
EMBARGO: No Baggage in excess of the Baggage Allowance will be accepted when travel occurs during the period of November 15 of one year through January 15 of the following year, the Friday before Good Friday (nine days prior to Easter) through the Wednesday following Easter, or between June 4 and August 31 of the same year.
      - (iii) (Applicable for travel between the U.S.A./Canada and Mexico on flights operating as Continental Express) No more than one article of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charges specified below.  
EMBARGO: No Baggage in excess of the Baggage Allowance will be accepted when travel occurs during the period of November 15 of one year through January 15 of the following year, the Friday before Good Friday (nine days prior to Easter) through the Wednesday following Easter, or between June 4 and August 31 of the same year.

- (iv) (Applicable for travel between the U.S.A./Canada and Mexico except flights operating as Continental Express and except Leon, Guadalajara, Mexico City and Veracruz) No more than three articles of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charges specified below.  
EMBARGO: A maximum of one bag in excess of the Baggage Allowance will be accepted when travel occurs during the period of November 15 of one year through January 15 of the following year, the Friday before Good Friday (nine days prior to Easter) through the Wednesday following Easter, or between June 4 and August 31 of the same year.
- b) Applicable for travel between the U.S.A./Canada and points in the Caribbean
- (i) (Applicable for travel between the U.S.A./Canada and the Dominican Republic) No Baggage in excess of the Baggage Allowance will be accepted.
- (ii) (Applicable for travel between the U.S.A./Canada and Tortola, British Virgin Islands) No Baggage in excess of the Baggage Allowance will be accepted.
- (iii) (Applicable for travel between the U.S.A./Canada and points in the Caribbean on flights operating as Continental Express or Continental Connection). No more than one article of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charges specified below.  
Embargo: No Baggage in excess of the Baggage Allowance will be accepted when travel occurs during the period of November 15 of one year through January 15 of the following year, the Friday before Good Friday (nine days prior to Easter) through the Wednesday following Easter, or between June 4 and August 31 of the same year.
- (iv) (Applicable for travel between the U.S.A./Canada and Jamaica) No more than three articles of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charges specified below.  
EMBARGO: No Baggage in excess of the Baggage Allowance will be accepted when travel occurs during the period of November 15 of one year through January 15 of the following year, the last two weeks of February, the Friday before Good Friday (nine days prior to Easter) through the Wednesday following Easter, or between June 4 and August 31 of the same year.
- (v) (Applicable for travel between the U.S.A./Canada and Trinidad) No more than one article of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charges specified below.  
Embargo: No baggage in excess of the Baggage Allowance will be accepted when travel occurs during the period of November 15 of one year through January 15 of the following year, the last two weeks of February, the Friday before Good Friday (9 days prior to Easter) through the Wednesday following Easter, or between June 4 and August 31 of the same year.
- (vi) (Applicable for travel between the U.S.A./Canada and the Caribbean except flights operating as Continental Express or Continental Connection and except the Dominican Republic, Jamaica, Trinidad and Tortola, British Virgin Islands) No more than three articles of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charges specified below.  
EMBARGO: No baggage in excess of the Baggage Allowance will be accepted when travel occurs during the period of November 15 of one year through January 15 of the following year, the last two weeks of February, the Friday before Good Friday (nine days prior to Easter) through the Wednesday following Easter or between June 4 and August 31 of the same year.
- c) Applicable for travel between the U.S.A./Canada and points in Central America/Panama
- (i) (Applicable for travel between the U.S.A./Canada and Belize/Costa Rica) No more than three articles of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charge specified below.  
EMBARGO: No Baggage in excess of the Baggage Allowance will be accepted when travel occurs during the period of November 15 of one year through January 15 of the following year, the Friday before Good Friday (nine days prior to Easter) through the Wednesday following Easter.
- (ii) (Applicable for travel between the U.S.A./Canada and Honduras)
- a. (Applicable for travel between the U.S.A./Canada and Tegucigalpa) No Baggage In excess of the Baggage Allowance will be accepted.
- b. (Applicable for travel between the U.S.A./Canada and San Pedro Sula/Roatan) No more than three articles of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charge specified below.  
EMBARGO: No Baggage in excess of the Baggage Allowance will be accepted when travel occurs during the period of November 15 of one year through January 15 of the following year, the first

two weeks of February, the Friday before Good Friday (nine days prior to Easter) through the Wednesday following Easter, or between June 4 and August 31 of the same year.

- (iii) (Applicable for travel to El Salvador from the U.S.A./Canada) No Baggage in excess of the Baggage Allowance will be accepted.
- (iv) (Applicable for travel from El Salvador to the U.S.A./Canada) No more than three (3) articles of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charge specified below. EMBARGO: No Baggage in excess of the Baggage Allowance will be accepted when travel occurs during the period of November 15 of one year through January 15 of the following year, the Friday before Good Friday (9 days prior to Easter) through the Wednesday following Easter, or between June 4 and August 31 of the same year.
- (v) (Applicable for travel between the U.S.A./Canada and Central America/Panama on flights operating as Continental Express). No more than one article of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charges specified below. Embargo: No Baggage in excess of the Baggage Allowance will be accepted when travel occurs during the period of November 15 of one year through January 15 of the following year, the Friday before Good Friday (nine days prior to Easter) through the Wednesday following Easter, or between June 4 and August 31 of the same year.
- (vi) (Applicable for travel between the U.S.A./Canada and Central America/Panama except flights operating as Continental Express and except Costa Rica, Honduras and El Salvador) No more than three articles of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charge specified below. EMBARGO: No Baggage in excess of the Baggage Allowance will be accepted when travel occurs during the period of November 15 of one year through January 15 of the following year, forty-seven days before Good Friday through the Wednesday following Easter, or between June 4 and August 31 of the same year.
- d) Applicable for travel between the U.S.A./Canada and South America
  - (i) (Applicable for travel between the U.S.A./Canada and Peru and Venezuela and Colombia) No Baggage in excess of the Baggage Allowance will be accepted.
  - (ii) (Applicable for travel between the U.S.A./Canada and Brazil) No more than three articles of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charges specified below.
  - (iii) (Applicable for travel between the U.S.A./Canada and Ecuador) No more than two articles of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charges specified below. EMBARGO: No Baggage in excess of the Baggage Allowance will be accepted when travel occurs during the period of November 15 of one year through January 15 of the following year, the Friday before Good Friday (nine days prior to Easter) through the Wednesday following Easter, or between June 4 and August 31 of the same year.
  - (iv) (Applicable for travel between the U.S.A./Canada and South America except Brazil, Ecuador, Peru, Venezuela and Colombia) No more than three articles of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charges specified below. EMBARGO: No Baggage in excess of the Baggage Allowance will be accepted when travel occurs the Friday before Good Friday (nine days prior to Easter) through the Wednesday following Easter or between June 4 and August 31 of the same year.
- e) Applicable for travel between Panama and Ecuador - No more than two articles of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charges specified below. EMBARGO: No Baggage in excess of the Baggage Allowance will be accepted when travel occurs during the period of November 15 of one year through January 15 of the following year, the Friday before Good Friday (nine days prior to Easter) through the Wednesday following Easter, or between June 4 and August 31 of the same year.
- f) Applicable for travel between the U.S.A./Canada and the Philippines - No more than three articles of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the excess charges specified below. Additional articles may be carried as airfreight only and subject to applicable freight rates and availability. EMBARGO: No Baggage in excess of the Baggage Allowance will be accepted when travel occurs during the period of November 15 of one year through January 15 of the following year, the Friday before Good Friday (nine days prior to Easter) through the Wednesday following Easter.
- g) Applicable for travel to/from Micronesia - No Baggage in excess of the Baggage Allowance will be accepted.

- 6) Applicable Charges - For purposes of this Rule, Excess Baggage Charge is defined as the fee that is charged on a one-way trip basis for Carriage of an item that is in excess of the Baggage Allowance. Baggage that is excess and also oversized and/or overweight will be subject to both Excess Baggage Charges and Oversize/Overweight Baggage charges.
- 7) Excess Baggage Charges - Passengers will be charged the following fees per permissible Excess Baggage piece:
- a) Area 1
    - (i) Within the U.S.A.: USD 100/CAD 100
    - (ii) Between the U.S.A. and points in Canada: USD 100/CAD 100
    - (iii) Between the U.S.A./Canada and points in Mexico: USD 100/CAD 100
    - (iv) Between the U.S.A./Canada and points in the Caribbean: USD 100/CAD 100
    - (v) Between the U.S.A./Canada and points in Central/South America: USD 100/CAD 100
    - (vi) Between points in Colombia and Ecuador: USD 55
    - (vii) Between points in Panama and Ecuador: USD 55
  - b) For travel between the U.S.A./Canada and Puerto Rico/U.S. Virgin Islands, no more than three articles of Baggage in excess of the Baggage Allowance will be accepted for transportation.
  - c) Area 2 and Area 3 via the Atlantic
    - (i) Between the U.S.A./Canada and points in Area 2 and Area 3 via the Atlantic: USD 150/CAD 150
      - a. Between points in Mexico and London: USD 150
    - (ii) Excess piece charges for travel from a Country in Area 2 or 3 to U.S.A.: To determine the charges, the USD amounts in above paragraphs must be converted into the local currency at the Banker's Buying Rate of exchange.
  - d) Area 3 via the Pacific
    - (i) Between the U.S.A./Canada and points in Area 3 via the Pacific:
 

a. BETWEEN AND	GUM	HNL	LAX/SFO	CANADA	POINTS IN THE US NOT SPECIFIED
Australia	100 USD	100 USD	130 USD	130 CAD	130 USD
Hong Kong, Hong Kong	100 USD	100 USD	130 USD	130 CAD 900 HKD	130 USD
Guam and points in Micronesia	—	80 USD	130 USD	130 CAD	130 USD
Japan, Denpasar, Indonesia	80 USD	100 USD	130 USD	130 CAD	130 USD
FROM Manila, (N) Note TO Manila, (N) Note	100 USD	100 USD	130 USD	130 CAD	130 USD
Philippines	*100 USD	125 USD	200 USD	220 CAD	220 USD
Philippines	*100 USD	125 USD	175 USD	185 CAD	185 USD
Taipei, Taiwan	80 USD	100 USD	130 USD	130 CAD	130 USD
All other points in Area 3	80 USD	100 USD	130 USD	130 CAD	130 USD

NOTE: GUM column amount is applicable to/from GUAM and SAIPAN

      - b. Between points within the area comprised of Guam and Micronesia: USD 80
      - c. Between points in Micronesia and Hong Kong: USD 80
      - d. Between points in Micronesia and Japan: USD 80
      - e. Between Guam and points within the area comprised of Commonwealth of the Northern Mariana Islands: USD 50
      - f. Between points in Micronesia and Denpasar Indonesia or Cairns Australia: USD 100
    - (ii) Excess piece charges for travel from a Country in Area 2 or 3 to U.S.A.: To determine the charges, the USD amounts in above paragraphs must be converted into the local currency at the Banker's Buying Rate of Exchange.
- 8) Oversize/Overweight Baggage Charges for Domestic, Between U.S.A. and Canada, Between Canada and Puerto Rico/U.S. Virgin Islands, Between U.S.A./Canada and Mexico/Caribbean/Central America/South America. For purposes of this Rule, Oversize/Overweight Baggage is defined as a piece of Baggage with Maximum Outside Linear Dimensions exceeding 62 inches (157 cm) or with weight exceeding 50 lbs (22.7 Kgs). If any single piece of Baggage exceeds the Maximum Outside Linear Dimensions and/or weight limits set forth in this Rule, the charge for the Oversize/Overweight Baggage will be:

- a) over 62"-115" (157 – 292 cm): 100 USD/100 CAD
  - b) over 50-70 lbs. (22.7-31.8 Kgs): 50 USD/50 CAD
  - c) over 62"-115" (157 – 292 cm) and over 50-70 lbs. (22.7-31.8 Kgs): 150 USD/150 CAD
- 9) Oversize/Overweight Baggage Charges for travel Between U.S.A./Canada and all other Destinations (except Domestic, Canada, Between U.S.A. and Canada, Between Canada and Puerto Rico/U.S. Virgin Islands and Between U.S.A./Canada and Mexico/Caribbean/Central America/South America.  
For purposes of this Rule, Oversize/Overweight Baggage is defined as a piece of Baggage with Maximum Outside Linear Dimensions exceeding 62 inches (157 cm) or with weight exceeding 50 lbs (22.7 Kgs). If any single piece of Baggage exceeds the Maximum Outside Linear Dimensions and/or weight limits set forth in this Rule, the charge for the Oversize/Overweight Baggage will be a percentage of the excess piece charges above.
- a) over 62"-80" (157 – 203 cm): 100 percent
  - b) over 80"-115" (203 – 292 cm): 200 percent
  - c) over 50-70 lbs. (22.7-31.8 Kgs): 50 USD/50CAD
  - d) over 62"-80" (157 – 203 cm) and over 50-70 lbs. (22.7-31.8 Kgs): 100 percent + 50 USD/50CAD
  - e) over 80"-115" (203 – 292 cm) and over 50-70 lbs. (22.7-31.8 Kgs): 200 percent + 50 USD/50CAD
- D) Cabin Baggage Requiring a Seat - When a Passenger requests that an item be carried in the Passenger cabin of the aircraft as Cabin Baggage, and it is determined by CO in its sole and absolute discretion that the item is acceptable in the cabin but is so fragile and/or bulky as to require the use of a seat, the provisions below will apply:
- 1) A seat for the Cabin Baggage must be reserved in advance and applicable charges paid.
  - 2) CO will charge 100 percent of the applicable Adult fare for the portion of the trip on which the extra seat is used. The Cabin Baggage will not be included in determining Baggage Allowance or Excess Baggage Charges.
  - 3) Cabin Baggage must be carried aboard the aircraft by the Passenger and be secured in a seat with a seat belt.
  - 4) The seat must be adjacent to the Passenger carrying the Cabin Baggage and in the window seat of the row directly behind the structural bulkhead.  
EXCEPTION: Due to the cabin configuration and FAA regulations, Cabin Baggage locations may vary.
  - 5) The maximum permissible weight for Cabin Baggage is 165 lbs. (75 Kgs.).
- E) Special Items - Special items listed below will be accepted as Baggage by CO in accordance with the following provisions and/or service charges specified. Charges prescribed in this Rule are based on a one-way trip and are applicable from the point at which the item is accepted to the point to which the item is transported. Where an item is not included in the Baggage Allowance, it will be subject to both the Excess Baggage Charge (but not Oversize/Overweight Baggage charges) and the service charges below.
- 1) Antlers (Applicable for Domestic and travel between the U.S.A. and Canada) - Subject to the conditions and charges specified below, antlers retained as hunting trophies will be accepted as Checked Baggage, if aircraft size and load conditions permit. CO is not liable for the loss of, damage to or delay in delivery of Antlers.
    - a) Antlers will not be included in determining the Baggage Allowance and will be subject to a service charge of USD 100/CAD 100 per item. One service charge applies when smaller antlers are nestled inside larger antlers and strapped together.
    - b) Antlers must be as free of residue as possible.
    - c) The skull must be wrapped and tips protected.
    - d) Maximum Outside Linear Dimensions must not exceed 120 inches.
    - e) The Passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the county, state or territory to and from which the antlers are being transported.
  - 2) Bassinets and Infant carrying seats - An Infant bassinet or carrying seat (approved in accordance with US FAR 121.311), including car seats approved for airline travel, will be accepted for use in the Passenger compartment only when an additional seat is reserved for the Infant, a Ticket is purchased, and the Infant carrying seat (bassinet or car seat) can be secured properly by a seat belt.
  - 3) Battery Powered Hand Tools -Battery Powered Hand Tools will be accepted as Checked Baggage subject to the conditions specified below:
    - a) The battery must be removed from the Powered Hand Tool to prevent the tool from becoming engaged.
    - b) CO is not liable for loss, damage or delay in delivery of Battery Powered Hand Tools.
  - 4) Duffel bags, B-4 bags, and Sea bags - See Checked Baggage Allowance.

- 5) Firearms - See also Sporting Equipment. Unloaded, non-sporting firearms and ammunition will be accepted as Checked Baggage only when permitted by governmental regulations. Advance arrangements must be made.  
EXCEPTION: A law officer will be permitted to carry a firearm onboard the aircraft in compliance with applicable federal, state law or governmental regulations provided advance notice is received by CO. Exception: A law officer will not be permitted to carry a firearm onboard the aircraft for travel to/from Denmark.
- 6) Fragile or Perishable Items
- a) Fragile and perishable items include, but are not limited to, examples in Limitation of Liability, Rule 28 C) 8).
  - b) Upon request and subject to operational needs or space availability, a fragile or perishable item may be carried in a seat subject to the provisions and applicable charges in D) above.
  - c) A fragile or perishable item may be accepted as Checked Baggage in accordance with this Rule only if it is packaged appropriately (*e.g.*, in an original, factory-sealed carton, in a cardboard mailing tube, in a container/case designed for shipping such item or packed with protective internal material).
  - d) Continental is not liable for loss/damage of contents or delay in delivery which result from the unsuitability of such item as Checked Baggage and/or the inadequacy of its packaging and not from the carrier's failure to exercise the ordinary standard of care.
  - e) CO is not liable for damage to a customer's Checked Baggage, Carry-on Baggage or other property that contains fragile or perishable items when such damage is caused by the fragile or perishable items. Customers are responsible for all damage caused by their property, whether such damage is to their own property or to someone else's property.
  - f) Seafood - Subject to the conditions below, seafood will be included in determining the Checked Baggage Allowance. Seafood is subject to applicable excess, overweight and/or oversize charges. CO is not liable for seafood.
    - (i) Seafood will be accepted only if it is wrapped in a sealed protective material and packed in a leak-proof container.
    - (ii) Seafood will not be accepted if packed in wet ice.
    - (iii) Seafood will not be accepted if packed in a Styrofoam container.
  - g) CO will not accept wet ice or items containing wet ice as Checked Baggage.
  - h) CO will not accept wet ice or items containing wet ice as Carry-on Baggage.
  - i) CO will not accept perishable items packed in Styrofoam containers.
  - j) For travel to, from or within Micronesia, perishable items will only be accepted for transportation if within the Checked Baggage Allowance.
- 7) Musical Instruments - Musical instruments will be carried as Checked Baggage. Musical instruments will be included in determining the Baggage Allowance, and when in excess (over 2 checked items), overweight or oversize (90 linear inches – 116 linear inches is considered oversized for musical instrument items) such item will be subject to the Excess Baggage Charge. Stringed Double Bass instruments will be accepted up to 100 lbs/116 linear inches for a service charge of USD 100 (overweight and oversize fees will not apply if service charge is collected). CO is not liable for damage to musical instruments or musical instrument cases.
- 8) Restricted Articles
- a) Any articles deemed a hazardous material pursuant to DOT Hazardous Materials Regulations (49 CFR 171-177), the IATA Dangerous Goods Regulations and revisions and reissues thereof (hereinafter the "Haz-Mat Regulations") will only be accepted subject to advance arrangements and compliance with the Haz-Mat Regulations.
  - b) Limited quantities of dry ice (maximum 5.5 pounds (2.5 kilograms) will be accepted for carriage in checked or Carry-on Baggage provided the Baggage is properly designed to permit the release of carbon dioxide, and the container is labeled, "DRY ICE" or "CARBON DIOXIDE SOLID."
  - c) A USD 35/CAD 35 handling service charge will apply to the transportation of any restricted articles checked as Baggage under this provision.
- 9) Sporting Equipment - Sporting equipment items listed below will be accepted as Checked Baggage by CO subject to the following conditions and/or payment of prescribed charges:  
 NOTE: Flights operating as Continental Express or Continental Connection do not accept the Sporting Equipment referenced in b) ii, iii, and v below.
- a) Unless otherwise indicated, the following listed sporting equipment will be carried as Checked Baggage. Items of sporting equipment will be included in determining the Baggage Allowance, and when excess (over one checked item), such item will be subject to the 2<sup>nd</sup> bag service fee and/or Excess Baggage Charge (but not to Overweight/Oversize Excess Baggage Charges).

- (i) Archery Equipment - For the purpose of this provision, one archery case containing archery equipment will be considered as one item of Sporting Equipment. CO is not liable for damage to Archery Equipment.
- (ii) Boogie/Skim/Speed Boards - For purposes of this provision, one boogie/skim/speed board or one boogie/skim/speed board bag containing up to two boards will be considered as one item of sporting equipment. CO is not liable for damage to Boogie/Skim/Speed Boards.
- (iii) Bowling Equipment - For purposes of this provision, one bowling bag containing up to three bowling balls and one pair of bowling shoes will be considered as one item of sporting equipment. CO is not liable for damage to Bowling Equipment.
- (iv) Fencing Equipment – For the purpose of this provision, one case containing fencing equipment will be considered as one item of Sporting Equipment. CO is not liable for damage to Fencing Equipment. EXCEPTION: Fencing cases that do not contain only fencing equipment will be subject to Overweight/Oversize Excess Baggage Charges.
- (v) Fishing Equipment - For purposes of this provision, rods, one reel, one landing net, one pair of fishing boots and one fishing tackle box (all properly encased) will be considered as one item of sporting equipment. CO is not liable for damage to Fishing Equipment.
- (vi) Golfing Equipment - For purposes of this provision, one standard golf bag containing golf clubs, golf balls, and one pair of golf shoes will be considered as one item of sporting equipment. The golf bag should be appropriately covered (e.g., zipped and/or locked in a golf bag carrying case). CO is not liable for damage to Golfing Equipment that is not contained in a hard-sided case. EXCEPTION: Golf bags that do not contain only golf equipment will be subject to Overweight/Oversize Excess Baggage Charges.
- (vii) Gymnastic Equipment – For the purpose of this provision, one item of gymnastic equipment or one case containing gymnastic equipment will be considered as one item of Sporting Equipment, CO is not liable for damage to gymnastic equipment. EXCEPTION: Gymnastic cases that do not contain only gymnastic equipment will be subject to Overweight/Oversize Excess Baggage Charges.
- (viii) Hockey/Lacrosse Sticks – For purposes of this provision, up to two Hockey or Lacrosse sticks, taped together, will be considered as one item of Sporting Equipment. CO is not liable for damage to Hockey/Lacrosse sticks.
- (ix) Javelins - For purposes of this provision, Javelins encased in hard side containers and taped together as one piece will be considered as one item of Sporting Equipment. CO is not liable for damage to Javelins.
- (x) Kayaks – For the purpose of this provision, one pack containing a lightweight assembly kayak (under 50lbs/23kg) will be considered as one item of Sporting Equipment. CO is not liable for damage to kayaks. EXCEPTION: Kayaks packs that do not contain only kayaks will be subject to Overweight/Oversize Excess Baggage Charges.
- (xi) Oars - For purposes of this provision, one pair of oars or one oar case containing up to two oars will be considered as one item of sporting equipment, if aircraft size and load conditions permit. CO is not liable for damage to Oars.
- (xii) Pool Cues - For the purpose of this provision, one pool cue case containing pool cues will be considered as one item of Sporting Equipment. CO is not liable for damage to Pool Cues.
- (xiii) Scuba/Diving Equipment (For Rebreather Equipment and Dive Tanks see E)9)b)(iv)) - For purposes of this provision, one dive bag containing equipment used in the scuba/diving, excluding rebreather equipment and dive tanks, will be considered as one item of diving equipment. CO is not liable for damage to Scuba/Diving Equipment. EXCEPTION: Scuba bags that do not contain Scuba equipment only will be subject to Overweight/Oversize Excess Baggage Charges.
- (xiv) Shooting Equipment
  - a. Firearms will not be accepted to/from Israel.
  - b. Firearms will not be accepted to/from Denmark.
  - c. Firearms will be accepted only from a customer who is 18 years of age or older.
  - d. In accordance with U.S.A. federal law, a Passenger who presents Baggage containing a firearm must declare and demonstrate that the weapon is unloaded.
  - e. One item of shooting equipment is defined as: i) One hard-sided shooting equipment case containing up to five firearms, with or without scopes, 11 lbs (five Kgs.) of ammunition and articles used in the firearm sport; or ii) One bow case containing bow(s), quiver of arrows and maintenance kit.
  - f. Shooting equipment will be accepted as Checked Baggage subject to the conditions specified below:

- i) Advanced arrangements must be made.
  - ii) Rifles and shotguns must be packed in hard-sided locked cases. Containers may be purchased from CO.
  - iii) Handguns must be packed in hard-side lockable luggage. Baggage containing handguns must be locked at the time of acceptance by CO and the key or combination retained in the Passenger's custody.  
EXCEPTION: For travel to/from the United Kingdom, handguns must be packed in a hard side rifle case.
  - iv) Baggage containing firearms will not be accepted knowingly for transportation by CO at any point unless a declaration, signed by the Passenger presenting such Baggage and dated on the day the Baggage is accepted for transportation, is attached to the trigger guard on the inside of the case declaring that the firearms are not loaded.
  - v) Properly packaged small arms ammunition up to a maximum of 11 lbs. (five Kgs.) may be checked as Baggage. Ammunition must be packed in the manufacturer's original package or securely packed in fiber, wood or metal containers and the ammunition inside the container must be protected against shock and secured against movement. The Passenger shall make a written declaration confirming that the above provisions are met. The maximum gross weight of ammunition accepted for carriage on any one aircraft is limited to 70 pounds (31.8kgs). Ammunition with explosive or incendiary projectiles will not be accepted.
  - vi) Except for military missions (e.g., CRAF), at no time will fully automatic weapons be acceptable as Checked or Carry-on Baggage.
  - vii) When firearms used for sporting purposes are carried on the aircraft, the Passenger must have entry permits for the country/countries of transit and Destination.  
EXCEPTION: This provision may not apply to authorized persons who are performing a duty on board an aircraft, such as a law enforcement officer or diplomatic courier. Such Passenger may be permitted to retain custody of a firearm and ammunition upon identification at the time of check-in.
  - viii) Baggage containing firearms will be transported in an area, other than the cockpit, that is inaccessible to Passengers.
- (xv) Water Skiing/Snow Skiing/Snowboard Equipment
- a. For purposes of this provision, one snowboard, one snowboard bag containing up to two snowboards or one ski bag containing up to two pairs of skis and associated equipment and one ski boot bag will be considered as one item of sporting equipment. Acceptance is subject to aircraft size and load conditions.
  - b. Ski Bags and ski boot bags that contain other items in addition to or in place of appropriate snow or water skiing equipment or ski boots will be subject to Overweight/Oversize Excess Baggage Charges. CO is not liable for damage to Water Skiing/Snow Skiing/Snowboard Equipment.
- b) Unless otherwise indicated, one item of the following listed sporting equipment will be carried as Checked Baggage in lieu of one piece of Baggage. These items of sporting equipment are not included in determining the Baggage Allowance and will be subject to the service charges specified below. Service charges are in addition to any Excess Baggage Charges that will apply. Oversize/Overweight Baggage charges will not apply.
- (i) Bicycles - Subject to the conditions and charges specified below, one non-motorized bicycle with single seat or up to two non-motorized bicycles packed in one container per Ticketed Passenger will be accepted as Checked Baggage, if aircraft size and load conditions permit. CO is not liable for damage to Bicycles that do not have the handlebars fixed sideways and pedals removed, handlebars and pedals encased in plastic foam or similar material or bicycles not contained in cardboard containers of hard-sided cases.
    - a. Bicycles must have handlebars fixed sideways and pedals removed, or handlebars and pedals encased in plastic foam or similar material, or bicycles must be placed in cardboard containers or hard-sided cases.
    - b. Bicycles will be subject to a service charge of USD 100/CAD 100.  
EXCEPTION: (Applicable for travel within Area 3) Bicycles will be subject to a service charge of USD30.
    - c. Bicycles will not be accepted for transportation during an Excess Baggage Embargo when no Excess Baggage is allowed.
    - d. Bicycles will not be accepted for transportation on flights operating as Continental Express to Mexico, the Caribbean and Central America.
  - (ii) Hang Gliding Equipment - Subject to the conditions and charges specified below, one hang glider per Ticketed Passenger will be accepted as Checked Baggage, if aircraft size and load conditions permit. CO is not liable for damage to Hang Gliding Equipment.

- a. A hang glider will be subject to a service charge of USD 100/CAD 100.
  - b. Hang gliders will not be accepted for transportation during an Excess Baggage Embargo.
- (iii) Pole Vaulting Equipment - Subject to the conditions and charges specified below, one pole vault pole per Ticketed Passenger will be accepted as Checked Baggage, if aircraft size and load conditions permit. CO is not liable for damage to Pole Vaulting Equipment.
- a. Advance arrangements must be made.
  - b. A pole vault pole will be subject to a service charge of USD 100/CAD 100.
  - c. Pole Vault poles will not be accepted for transportation during an Excess Baggage Embargo.
- (iv) Scuba Rebreather Equipment/Scuba Dive Tank - Subject to the conditions and charges specified below, Scuba Rebreather Equipment/Scuba Dive Tanks will be accepted as Checked Baggage. For purposes of this provision, one container with up to 3 empty Rebreather Tanks and equipment or one empty Dive Tank will be considered as one item of equipment. CO is not liable for damage to Scuba Rebreather Equipment/Scuba Dive Tanks.
- a. Scuba Rebreather Equipment/Scuba Dive Tanks will be subject to a service charge of USD 100/CAD 100.
  - b. Rebreather Equipment must be encased in a suitable container sufficient to prevent scratches, dents or other damage during normal handling.
  - c. Rebreather Tank/Dive Tank must have the regulator valve completely disconnected from the tank. The tank must not be sealed (i.e. the tank has an open end). The tank must have an opening to allow for a visual inspection by a TSA Security Screener.
- (v) Surf Equipment - Subject to the conditions and charges specified below, surf equipment not exceeding 70 pounds/115 inches in length will be accepted as Checked Baggage. For purposes of this provision, one surfboard, wakeboard, wave ski, kiteboard or one surfboard bag containing up to four boards or one kiteboard bag containing equipment used in kiteboarding will be considered as one item of surf equipment. CO is not liable for damage to Surf Equipment, surf equipment containers and surfboard bags.
- a. Surf equipment will be subject to the following service charges:
    - 1 board USD 100/CAD 100
    - 1 surfboard bag containing up to two boards USD 100/CAD 100
    - 1 surfboard bag containing up to three boards USD 400/CAD 400
    - 1 surfboard bag containing up to four boards USD 700/CAD 700
  - b. The surfboard's skeg (fin) must be removed or well padded and the entire board encased in a suitable container sufficient to prevent scratches, dents or other damage during normal handling.
  - c. Surf Equipment in excess of one or one surfboard bag/kiteboard bag containing more than two boards per Ticketed Passenger will be accepted as Checked Baggage subject to a charge equal to three times the rate shown above and will be carried subject to availability of space.
  - d. Surf Equipment will be transported on a space-available basis only and will be carried subject to the load capacities of the aircraft on flights operating as Continental Connection carriers. Due to certain Carriers' equipment type, some flights, including flights operating as Continental Express or Continental Connection, may not accept any Surf Equipment whose length exceeds 80 inches.
  - e. (Applicable for travel to/from Micronesia when travel between Honolulu and Guam is via a multi-stop flight) Surfboards will be accepted as Checked Baggage subject to availability of space on the aircraft.
  - f. (Applicable for travel within Micronesia) Surfboards will be accepted as Checked Baggage subject to the availability of space on the aircraft. Additional dimensional restrictions may apply dependent upon aircraft type and configuration.
  - g. Surf Equipment will not be accepted for transportation during an Excess Baggage Embargo when no excess Baggage is allowed during an Embargo period.  
EXCEPTION: Surf Equipment will be accepted to Costa Rica during an Excess Baggage Embargo.
- (vi) Windsurfing Equipment - Subject to the conditions and charges specified below, windsurfing boards will be accepted as Checked Baggage. For purposes of this provision, one windsurfing board not exceeding 115 inches in length and not exceeding 70 pounds (31.8kgs) with a boom and one mast and sail will be considered as one item of windsurfing equipment. CO is not liable for damage to Windsurfing Equipment.
- a. Items of windsurfing equipment must be padded and enclosed in suitable packing to protect from scratches, dents or other damage resulting from normal handling.
  - b. Windsurfing equipment provisions will apply to tandem boards.
  - c. Windsurfing equipment will be subject to a service charge of USD 160/CAD 160 for each item of windsurfing equipment, whether or not presented as a single piece.
  - d. Items of windsurfing equipment in excess of one per Ticketed Passenger will be accepted subject to payment of three times the applicable service charge specified above and will be carried subject to

availability of space. Additional size or acceptance limitations may apply dependent upon aircraft type and configuration.

- e. Windsurfing equipment will not be accepted for transportation during an Excess Baggage Embargo.
- 10) Personal Human Transporter - For the purposes of this Rule, a Personal Human Transporter is defined as a 2-wheeled battery powered personal transportation device. Subject to the conditions and charges specified below, one Personal Human Transporter will be transported in lieu of one piece of Checked Baggage, if aircraft size and load conditions permit. CO is not liable for damage to a Personal Human Transporter.
    - a) A Personal Human Transporter will be subject to a service charge of USD 150/CAD 150.
    - b) The Personal Human Transporter service charge is in addition to any Excess Baggage Charges that may apply.
    - c) Passenger must check in at least one hour prior to departure of flight.
    - d) A Personal Human Transporter is not permitted as carry on baggage.
    - e) A Personal Human Transporter is not subject to overweight or oversize baggage charges.
    - f) A Personal Human Transporter is not generally categorized as a mobility assistance device. EXCEPTION: if a Passenger verifies to CO's satisfaction that the Human Transporter is required as an alternative to a wheelchair, Continental will accept it without service charge and Rule 28(C)(7) herein will apply as to claims for loss, damage or delay.
  - 11) Strollers - One stroller will be carried as Checked Baggage in lieu of one piece of Baggage (62 inches Maximum Outside Linear Dimensions). This item will be included in determining the Baggage Allowance, and when in excess, overweight or oversize, such item will be subject to the Excess Baggage Charge. CO is not liable for damage to strollers.
  - 12) Towbars - Subject to the conditions and charges specified below, towbars will be accepted as Checked Baggage if aircraft size and load conditions permit. CO is not liable for the loss of, damage to or delay in delivery of towbars.
    - a) A towbar must be packed inside a checked bag.
    - b) Towbars are subject to excess, overweight and oversize excess baggage charges.
  - 13) Wheelchairs - One wheelchair per Passenger will be accepted as Baggage by CO at no extra charge in addition to the Baggage Allowance. A second wheelchair may be carried in lieu of one suitcase per Rule 23 B) 1) a) at no additional charge, or as Excess Baggage per Rule 23 C) if it exceeds the Baggage Allowance.
    - a) In-cabin stowage of a wheelchair shall be in accordance with DOT Part 382.41.
    - b) If no in-cabin storage space is available, the wheelchair will be carried in the cargo compartment of the aircraft.
    - c) All types of wheelchairs will be accepted (collapsible, noncollapsible or electric-powered with wet or dry cell batteries).
    - d) CO has the ultimate responsibility to confirm an electric-powered wheelchair has its cables disconnected and terminals protected against electrical shortages before carriage.
    - e) For a wet cell battery powered wheelchair:
      - (i) Passenger must notify CO 24 hours in advance.
      - (ii) Passenger must check in at least one hour prior to departure of flight.
      - (iii) The battery must be disconnected and terminals protected against electrical shortages.
  - 14) ZAM ZAM Water - Subject to the conditions below, one container or jerkin containing up to 10 liters (2.64 gallons) of ZAMZAM water will be accepted as baggage by CO at no extra charge in addition to the Baggage Allowance.
    - a) Containers or Jerkins containing ZAMZAM water must be properly packed in a plastic covering to prevent leakage and damage to other bags. CO is not liable for breakage or spillage of ZAMZAM water and/or containers.
    - b) ZAMZAM containers or jerkins are not permitted as Carry-on or Cabin Baggage.
    - c) Jerkins or ZAMZAM water containers in excess of one will be subject to excess baggage charges.
  - 15) Liquor - Subject to the conditions below, alcoholic beverages in retail packaging may be checked as baggage.
    - a) For alcoholic beverages less than 24 percent alcohol by volume (including most wines and beers) there are no restrictions on the amount that may be accepted in checked baggage or purchased after completing security screening at the checkpoint (Duty Free). If traveling internationally, alcoholic beverages may be subject to customs limits in the arrival country.

- b) For alcoholic beverages between 24 and 70 percent alcohol by volume there is a limit of 5 liters (1.3 gallons) per customer that may be accepted in checked baggage, or that may be purchased after completing security screening at the checkpoint (Duty Free). Packaging must be in receptacles smaller than 5 liters. Alcoholic beverages more than 70 percent alcohol by volume will not be accepted.
  - c) All alcoholic beverages must be packed to prevent leakage and damage to other bags. CO shall not be liable for breakage or spillage of alcoholic beverages. Normal checked baggage allowance limits, excess fees and carry-on limits apply.
  - d) Up to 3.4 oz. (100ml) of an alcoholic beverage may be taken through the security checkpoint provided it is less than 70 percent alcohol by volume, in a container that is 3.4 oz. or smaller, and is carried in a plastic zip-top bag.
  - e) Alcohol transported on an airplane cannot be consumed on board.
- F) Animals - The transportation of live animals (other than Service Animals) in the cabin of the aircraft is subject to the provisions of this Rule. Carriage of animals not permitted in the cabin may be transported as QuickPak® through CO's Live Animal Service. CO will accept domesticated cats, dogs and household birds for transportation as in-cabin Baggage for domestic carriage and travel between U.S.A./Canada and Mexico, the Caribbean, Central and South America. (Exception: In-cabin pets will not be accepted for travel to/from Hawaii and Argentina.) Certain unusual animals/reptiles (whether as service animals or not) pose unavoidable safety and/or public health concerns and CO will not accept dogs of the Pit Bull breed, Snakes, other reptiles, ferrets, rodents and spiders as in-cabin baggage. Carriage of any other pets as in-cabin Baggage will be at CO's discretion.
- 1) General Conditions of Acceptance
    - a) Advance arrangements must be made.
    - b) The animal must be harmless, inoffensive, odorless and require no attention during transit.
    - c) The animal must be confined in a cage or container subject to inspection and approval by CO before acceptance.
    - d) The container must be stored under the seat directly in front of the Passenger at all times, and the animal must remain in the container at all times. In the event the animal becomes offensive or causes a disturbance during transit, the animal may be removed, at the Captain's discretion, at the first stop and placed on an alternative carrier or carried as cargo by CO at the Passenger's expense.
    - e) The Passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the country, state or territory to and from which the animal is being transported, including furnishing valid health and rabies vaccination certificate when required.
    - f) CO will accept no more than one in-cabin pet container per Ticketed Passenger.
    - g) There may be only one cat or dog per container, and the animal must be able to stand up and turn around comfortably.
    - h) There may be a maximum of two birds per container.
    - i) CO will not transport an animal as in-cabin Baggage if the animal is in the custody of an Unaccompanied Minor.
    - j) The total number of Passengers on any single flight transporting in-cabin pets is limited to one in the First Class cabin and four in the Coach Class cabin.
      - (i) Exception: In-cabin pets are not accepted for travel in BusinessFirst on B777/B767 and B757-200 aircraft.
      - (ii) Exception: On B757-200, kennel must be under the seat on the window.
      - (iii) Exception: Only one pet per flight is allowed in the Economy cabin of flights operating as Continental Connection.
      - (iv) In-cabin kennels are carried in lieu of a carry-on bag.
    - k) CO reserves the right to refuse carriage of animals at any time.
  - 2) Pet Containers
    - a) Containers must be leakproof and subject to inspection and approval by CO prior to acceptance.
    - b) Containers must be made of metal, wood, polyethylene, fiberglass or composite material of similar strength.
    - c) Containers must be ventilated on at least two sides and prevent any part of the animal from protruding outside of the container.
    - d) Containers made totally of wire are not accepted.
    - e) Approved soft side carriers specifically designed as pet carriers are acceptable for in-cabin pets.

- f) In-cabin animal containers must not exceed 17 inches in length by 12.5 inches in width by 8 inches in height.
  - g) Containers in such condition as to allow possible escape by an animal will not be accepted for transportation.
  - h) Passengers are responsible for ensuring that the containers meet all governmental requirements for the safe and humane transportation of the animal being transported.
  - i) Containers for transporting dogs, cats or birds may be purchased from CO as shown below:
 

Type	Size	Cost
In-cabin solid kennel	17"x12.5"x8"	USD 55/CAD 55
In-cabin soft mesh	18"x11"x11	USD 55/CAD 55
- 3) Charge for Carriage of Animals - An animal and its container will be subject to a service charge of USD 100/CAD 100.
- 4) Abandonment of Animals
- a) An animal placed in CO's custody for carriage pursuant to this Rule, which shall be unclaimed by its owner or its owner's agent for a period of more than ten (10) days after the scheduled carriage has occurred or was to occur, shall be deemed abandoned and may be turned over to the nearest humane society or animal pound or otherwise dealt with as CO may deem proper without liability to CO.
  - b) CO may, but is not obligated, to give notice to the owner, or the agent of the owner, at such person's last known address prior to taking any action described in subsection a) above. Any costs associated with reuniting an animal deemed abandoned with its owner or owner's agent shall be borne solely by the owner or owner's agent.
- 5) Limitation of Exclusion from Liability
- a) CO will not be liable for illness or injury to an animal or death of an animal due to illness or injury when the animal has been handled by CO with ordinary standards of safety and care or when CO has acted in the interests of the entire flight such as in an emergency or a force majeure event.
  - b) CO will not be liable for loss or expense due to the Passenger's failure to comply with the provisions of this Rule, including, without limitation, if any animal is refused passage into or through any state or country.

**RULE 24 FLIGHT DELAYS/CANCELLATIONS/AIRCRAFT CHANGES (revised December 7, 2007)**

A) General

- 1) U.S.A. Origin Flights - Where the CO flights originate in the U.S.A., the provisions of this Rule apply to a Passenger who has a Ticket and a confirmed reservation on a flight that incurs a Change in Schedule, Force Majeure Event or a Schedule Irregularity.
- 2) Non-U.S.A. Origin Flights - Where the CO flight originates outside the U.S.A., the following provisions apply to a Passenger who has a Ticket and a confirmed reservation on a flight:
  - a) If local or international laws regulate Change in Schedule, Force Majeure or Schedule Irregularity events, then the procedures in Rule 24 will not be applied.
  - b) If no local law otherwise regulates Change in Schedule, Force Majeure or Schedule Irregularity events, then the procedures in Rule 24 will be applied.
- 3) Schedules are Subject To Change Without Notice - Times shown on ticket, timetable or elsewhere are not guaranteed and form no part of the Contract of Carriage. CO will notify Passengers at the gate and on board an affected aircraft, in a timely manner, of the best available information regarding known delays, cancellations, and diversions. CO will not be responsible for errors or omissions either in timetables or other representation of schedules. No employee, agent or representative of CO is authorized to bind CO by any flight information statement.

B) Definitions - For the purpose of this Rule, the following terms have the meanings below:

- 1) Change in Schedule – an advance change in CO's schedule that is not a unique event such as a Schedule Irregularity or Force Majeure Event as defined below.
- 2) Connecting Point – a point to which a Passenger holds or held confirmed space on a flight of one carrier and out of which the Passenger holds or held confirmed space on a flight of the same or another carrier. All airports through which a city is served by any carrier will be deemed to be a single Connecting Point when the receiving carrier has confirmed reservations to the Delivering Carrier.
- 3) Delivering Carrier – a carrier on whose flight a Passenger holds or held confirmed space to a Connecting Point.
- 4) Force Majeure Event – any of the following situations:
  - a) Any condition beyond CO's control including, but not limited to, meteorological conditions, acts of God, riots, terrorist activities, civil commotions, embargoes, wars, hostilities, disturbances, or unsettled

- international conditions, either actual, threatened or reported, or any delay, demand, circumstances, or requirement due directly or indirectly to such condition;
- b) Any strike, work stoppage, slowdown, lockout, or any other labor-related dispute involving or affecting CO's services;
  - c) Any governmental regulation, demand or requirement;
  - d) Any shortage of labor, fuel, or facilities of CO or others;
  - e) Damage to CO's Aircraft or equipment caused by another party;
  - f) Any emergency situation requiring immediate care or protection for a person or property; or
  - g) Any event not reasonably foreseen, anticipated or predicted by CO.
- 5) Misconnection – occurs at a Connecting Point when a Passenger holding confirmed space on an Original Receiving Carrier is unable to use such confirmed space because the Delivering Carrier was unable to deliver him/her to the Connecting Point in time to connect with the Original Receiving Carrier's flight.  
NOTE: The same rules regarding Delivering and Original Receiving Carrier responsibilities apply at the subsequent point(s) of Misconnection as would apply at the point of original Misconnection.
- 6) Original Receiving Carrier(s) – a carrier or combination of connecting carriers on whose flight(s) a Passenger originally held or holds confirmed space from a Connecting Point to a destination, next Stopover or Connecting Point.
- 7) Schedule Irregularity – any of the following irregularities:
- a) Delay in scheduled departure or arrival of a carrier's flight resulting in a Misconnection;
  - b) Flight or service cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier's flight;
  - c) Substitution of aircraft type that provides different classes of service;
  - d) Schedule changes which require Rerouting of Passengers at departure time of the original flight; or
  - e) Cancellation of a reservation by CO pursuant to Rule 5.
- C) Change in Schedule - When a Passenger's Ticketed flight is affected because of a Change in Schedule, CO will, at its election, arrange one of the following:
- 1) Transport the Passenger on its own flights, subject to availability, to the Destination, next Stopover point, or transfer point shown on its portion of the Ticket, without Stopover in the same class of service, at no additional cost to the Passenger, provided that a Passenger who paid a Coach fare will only be transported on a flight in First Class or Business First Class Service subject to seat availability and if such flight will provide an earlier arrival than CO's next flight on which coach space is available;
  - 2) Reroute Passengers over the lines of one or more carriers when a Change in Schedule results in the cancellation of all CO service between two cities;
  - 3) Advise the Passenger that the value of his or her Ticket may be applied toward future travel on Continental within one year from the date of issue without a change or reissue fee; or
  - 4) Provide a refund in accordance with Rule 27 A) if the Passenger is not transported as provided in C) 1) or 2) above and does not choose to apply the value of his or her Ticket toward future travel as provided in C) 3) above.
- D) Force Majeure Event - In the event of a Force Majeure Event, CO without notice, may cancel, terminate, divert, postpone, or delay any flight, right of carriage or reservations (whether or not confirmed) and determine if any departure or landing should be made, without any liability on the part of CO. CO may reschedule passenger on another available CO flight or refund any unused portions of the ticket in the form of a travel certificate.
- E) Schedule Irregularity
- 1) Liability - Except to the extent provided in this Rule and the Warsaw and/or Montreal Conventions, CO shall not be liable for any Schedule Irregularity.
  - 2) Delay, Misconnection or Cancellation
    - a) When a Passenger's ticket is affected because of a Schedule Irregularity caused by CO, CO will take the following measures:
      - (i) Transport the Passenger on its own flights, subject to availability, to the Destination, next Stopover point, or transfer point shown on its portion of the Ticket, without Stopover in the same class of service, at no additional cost to the Passenger, provided that a Passenger who paid a Coach fare may only be transported on a flight in First Class or Business First Class Service subject to seat availability and if such flight will provide an earlier arrival than CO's next flight on which coach space is available; or

- (ii) At the Passenger's request, provided that the tariff covering the original transportation permits routing via the carrier which will transport the Passenger, CO will reaccommodate the Passenger in the same class of service on the next available flight on another carrier, or combination of carriers, if the length of the delay to the Passenger's destination exceeds two hours.
- b) In the event a Passenger misses an onward connecting flight on which space is reserved because the Delivering Carrier did not operate its flight due to a Schedule Irregularity or Change in Schedule, the Delivering Carrier is responsible to arrange for carriage of Passenger or to make a refund.
- 3) CO will provide a refund in accordance with Rule 27 A), if the Passenger is not transported as provided in C) 2) above.

F) Amenities for Delayed Passengers

- 1) Lodging - The Passenger will be provided one night's lodging, or a maximum allowance for one night's lodging as established by each location, when a CO flight on which the Passenger is being transported incurs a Schedule Irregularity and the Passenger incurs a delay that is expected to exceed four hours during the period 10:00 p.m. to 6:00 a.m.

EXCEPTION: Lodging will not be furnished:

- a) To a Passenger whose trip is interrupted at a city which is his/her permanent domicile, or
- b) When the destination city airport that is designated on the Passenger's Ticket and the city airport that the Passenger is diverted to are both within the following city groups:
  - (i) Baltimore, MD (BWI)/Washington D.C. Dulles IAD)/Washington D.C. National (DCA)
  - (ii) Brownsville, TX (BRO)/Harlingen, TX (HRL)/McAllen, TX (MFE)
  - (iii) Burbank, CA (BUR)/Los Angeles, CA (LAX)/Ontario, CA (ONT)/Orange County, CA (SNA)/Long Beach, CA (LGB)
  - (iv) Chicago, IL O'Hare (ORD)/Chicago, IL Midway (MDW)
  - (v) Colorado Springs, CO (COS)/Denver, CO (DEN)
  - (vi) Dallas, TX Dallas-Ft. Worth International (DFW)/Dallas, TX Love Field (DAL)
  - (vii) Ft. Lauderdale, FL (FLL)/Miami, FL (MIA)/West Palm Beach, FL (PBI)
  - (viii) Houston, TX Bush Intercontinental (IAH)/Houston, TX Ellington AFB (EFD)/Houston, TX Hobby(HOU)
  - (ix) Oakland, CA (OAK)/San Francisco, CA (SFO)/San Jose, CA (SJO)
  - (x) Newark, NJ Newark International (EWR)/New York, NY La Guardia (LGA)/New York, NY Kennedy (JFK)/White Plains, NY (HPN)
  - (xi) London, UK Gatwick (LGW)/London, UK Heathrow (LHR)
- c) When such interruption is due to circumstances outside CO's control such as weather condition and air traffic control delays.
- 2) Meals - Passengers will be provided with one meal, per Passenger, if the delay caused by CO to the Passenger under this Rule will extend beyond normal meal hours. When lodging is furnished in accordance with 1) above, the Passenger may be provided up to two meals.
- 3) Ground Transportation - When lodging is furnished in accordance with 1) above and ground transportation is not furnished by the hotel, CO will provide ground transportation to the place of lodging via public conveyance.
- 4) Communication - CO will provide one three-minute long distance telephone call when the delay caused by CO under this Rule is expected to exceed two hours.
- 5) Passengers with Special Needs - During a Schedule Irregularity, CO will provide such amenities as are necessary to maintain the safety and/or welfare of certain Passengers such as Qualified Individuals with Disabilities, unaccompanied minors, or the elderly.
- 6) Ground Delays on Tarmac - CO will use reasonable efforts to provide food, water, lavatory facilities and medical attention, if needed, when an aircraft remains on the tarmac for an extended period of time without access to the terminal, consistent with Passenger and employee safety and security concerns.

**RULE 25 DENIED BOARDING COMPENSATION (revised July 7, 2008)**

- A) Denied Boarding U.S.A. Flight Origin - When there is an Oversold CO flight that originates in the U.S.A., the following provisions apply:
  - 1) Request for Volunteers
    - a) CO will request Passengers who are willing to relinquish their confirmed reserved space in exchange for compensation in an amount determined by CO. If a Passenger is asked to volunteer, CO will not later deny

boarding to that Passenger involuntarily unless that Passenger was informed at the time he was asked to volunteer that there was a possibility of being denied boarding involuntarily and of the amount of compensation to which he/she would have been entitled in that event. The request for volunteers and the selection of such person to be denied space will be in a manner determined solely by CO.

- b) In exchange for voluntarily relinquishing confirmed reserved space on CO, CO may, at its option compensate the Passenger with credit valid for transportation on CO in lieu of monetary compensation. The transportation credit will be valid only for travel on CO or designated Codeshare partners for one year from the date of issue and will have no refund value.
- 2) Boarding Priorities - If a flight is Oversold, no one may be denied boarding against his/her will until CO or other carrier personnel first ask for volunteers who will give up their reservations willingly in exchange for compensation as determined by CO. If there are not enough volunteers, other Passengers may be denied boarding involuntarily in accordance with CO's boarding priority as follows:
    - a) Passengers who are Qualified Individuals with Disabilities, or unaccompanied children under the age of 15 years, will be the last to be involuntarily denied boarding if it is determined by CO that such denial would constitute a hardship.
    - b) Passengers who hold a seat assignment will be prioritized for boarding over passengers without a seat assignment, regardless of check-in order.
    - c) The priority of all other Passengers will be determined in the order in which they present themselves for check-in in accordance with CO's rules.
  - 3) Transportation for Passengers Denied Boarding - When CO is unable to provide previously confirmed space due to an Oversold flight, CO will provide transportation to such Passengers who have been denied boarding whether voluntarily or involuntarily in accordance with the provisions below.
    - a) CO will transport the Passenger on its own flight to the Destination without Stopover on its next flight on which space is available at no additional cost to the Passenger, regardless of class of service.
    - b) If space is available on another Carrier's flight regardless of class of service, such flights may be used upon Passenger's request and at no additional cost to the Passenger only if such flight provides an earlier arrival than the CO flight offered in 3) a) above.
  - 4) Compensation for Passengers Denied Boarding Involuntarily
    - a) Subject to the following exceptions, CO shall pay compensation to Passengers denied boarding involuntarily from an Oversold flight at the rate of 200% of the sum of the value of the Passenger's remaining flight coupons up to the Passenger's next Stopover, or if none, to the Passenger's final destination with a maximum of USD 800. However, the compensation shall be one-half the amount described above, with a USD 400 maximum, if CO arranges for comparable air transportation, or other transportation used by the Passenger that, at the time either such arrangement is made, is planned to arrive at the airport of the Passenger's next Stopover or if none, at the airport of the Passenger's final destination, not later than two hours after the time the direct or connecting flight on which confirmed space is held is planned to arrive in the case of interstate and overseas air transportation, or four hours after such time in the case of foreign air transportation.
    - b) **EXCEPTIONS:** A Passenger denied boarding involuntarily from an Oversold flight shall not be eligible for denied boarding compensation if:
      - (i) The Passenger holding a Ticket for confirmed reserved space does not comply fully with CO's ticketing, check-in, and reconfirmation procedures, and requirements in this Contract of Carriage for acceptance for transportation;
      - (ii) The flight for which the Passenger holds confirmed reserved space is unable to accommodate the Passenger because of substitution of equipment of lesser capacity when required by operational or safety reasons or, on an aircraft with a designed passenger capacity of 60 or fewer seats, the flight for which the passenger holds confirmed reserved space is unable to accommodate that passenger due to weight/balance restrictions when required by operational or safety reasons;
      - (iii) The Passenger is offered accommodations or is seated in a section of the aircraft other than that specified on his/her ticket at no extra charge. Provided, if a Passenger is seated in a section for which a lower fare applies, the Passenger will be entitled to a refund applicable to the difference in fares;
      - (iv) The Passenger is accommodated on alternate transportation at no extra cost, which at the time such arrangements are made, is planned to arrive at the airport of the Passenger's next Stopover, (if any), or at the final destination, not later than 60 minutes within the scheduled arrival time of the flight on which the Passenger held confirmed reserved space; or
      - (v) The Passenger is an employee of CO or of another Carrier or other person traveling without a confirmed reserved space.

- 5) Payment Time and Form
  - a) Compensation will be made by CO on the day and at the place where the failure to provide confirmed reserved space occurs, and if accepted by the Passenger, the Passenger will provide a signed receipt to CO. However, when CO has arranged, for the Passenger's convenience, alternate means of transportation that departs before the compensation to the Passenger under this provision can be prepared and given to the Passenger, the compensation shall be sent by mail or other means to the Passenger within 24 hours thereafter.
  - b) CO may offer free or reduced rate air transportation in lieu of monetary compensation due under this Rule, if the value of the transportation credit offered is equal to or greater than the monetary compensation otherwise required and CO informs the Passenger of the amount and that the Passenger may decline the transportation credit.
- 6) Limitation of Liability - If CO's offer of compensation pursuant to the above provisions is accepted by the Passenger, such payment will constitute full compensation for all actual or anticipatory damages incurred or to be incurred by the Passenger as a result of CO's failure to provide the Passenger with confirmed reserved space. If CO's offer of compensation pursuant to the above provisions is not accepted, CO's liability is limited to actual damages proved not to exceed USD 800 per Ticketed Passenger as a result of CO's failure to provide the Passenger with confirmed reserved space. Passenger will be responsible for providing documentation of all actual damages claimed. CO shall not be liable for any punitive, consequential or special damages arising out of or in connection with CO's failure to provide the Passenger with confirmed reserved space.
- B) Denied Boarding Non-U.S.A. Flight Origin - Where there is an Oversold CO flight that originates outside the U.S.A., the following provisions apply:
  - 1) If local or international laws regulate Oversold flights, then CO will apply that law.
  - 2) If no local law regulates Oversold flights, then the procedures in Rule 25 A) will be applied.

**RULE 26 REROUTING (revised April 8, 2002)**

- A) Rerouting Eligibility - Unless the fare purchased otherwise indicates, CO will reroute a Passenger at the Passenger's request and upon presentation of the Ticket or portion thereof then held by the Passenger plus payment of any applicable fees, charges, and fare differentials.
- B) Fare Applicable to Rerouting or Change in Destination
  - 1) Passengers may change the routing and/or the ultimate destination designated on his/her Ticket in accordance with paragraph 2 below provided that, after transportation has commenced, a one-way Ticket will not be converted into a Round-Trip, Circle-Trip, or Open-Jaw Trip Ticket.
  - 2) Except as otherwise provided in Rule 25, the fare and charges applicable to any changes in itinerary, class of service, or change in ultimate destination made at the Passenger's request at an office of CO prior to arrival at the ultimate destination named on the original Ticket, shall be the fare and charges in effect on the date when the revised routing and/or ultimate destination is entered on the Passenger's new Ticket. Any difference between the fare and charges so applicable to the original Ticket issued to the Passenger will be either collected from or refunded to the Passenger, as the case may be.
- C) Fare Applicable to Upgrading Class of Service While in Flight
  - 1) When a Passenger moves from one compartment to another compartment of a combination compartment aircraft while in flight, an additional collection will be made in an amount equal to the difference between:
    - a) The one-way fare from Passenger's point of origin on such flight to the last scheduled stop prior to the Passenger's change in compartment, applicable to the class of service used, plus the one-way fare from such stop to the Passenger's destination on such flight, applicable to transportation in the compartment to which the Passenger is moving, and
    - b) The fare paid for transportation from the Passenger's origin to destination on such flight. When the amount described in a) above is less than the amount in b) above, no additional payment will be required.  
EXCEPTION: Passengers traveling at a Round-Trip fare or any fare not having a one-way value, may upgrade all or any portion of their itinerary only upon payment of the full normal fare for the total itinerary.
  - 2) The acceptance of such Passenger in the compartment to which he/she is moving for travel beyond the next scheduled stopping point in the flight will be subject to the availability of space. Discounts, other than for children, will not apply.

**RULE 27 REFUNDS (revised May 19, 2008)**

- A) Refunds - Involuntary
  - 1) The amount CO will refund upon surrender of the unused portion of the Passenger's Ticket for involuntary reasons pursuant to Rule 21 or Rule 24 will be as follows:

- a) If no portion of the Ticket has been used: An amount equal to the fare and charges paid.  
EXCEPTION: CO shall not be obligated to refund any portion(s) of a fully unused Ticket which does not reflect a confirmed reservation on a CO flight involved in a Schedule Irregularity, unless such Ticket was issued by CO.
- b) If a portion of the Ticket has been used:
- (i) One-way fares – An amount equal to the lowest comparable one-way fare for the class of service paid, for the unflown segment.
  - (ii) Round-Trip, Circle-Trip, or Open-Jaw fare – 50% of the round-trip fare for the class of service paid, for the unflown segment.
  - (iii) Area fare/flat rate fare – the refund amount will be computed by applying the same rate of discount, if any, applied in computing the original fare from the point of termination to the destination named on the Ticket, next Stopover, or the point where air transportation will be resumed via:
    - a. The Routing specified on the Ticket, if the point of termination was on the Routing of the Ticket, or
    - b. If the point of termination was not on the Routing specified on the Ticket, the direct Routing of any carrier operating service between such points.
  - (iv) If no fare of the type (fare basis) paid by the Passenger is published between the point of termination and the Passenger’s destination or next Stopover point, the amount of the refund will be the same proportion of the normal coach (Y) fare published between the point of termination and the Passenger’s destination or next Stopover point, as the fare paid is of the normal coach (Y) fare between the Passenger’s point of origin or previous Stopover point and destination or next Stopover point.  
EXCEPTION: CO shall not be obligated to refund any portion(s) of a Ticket which does not reflect a confirmed reservation on a CO flight involved in a Schedule Irregularity, unless such ticket was issued by CO.
- c) Refund will be made in accordance with this Rule, provided application for such refund has been made prior to the expiration of Ticket.
- 2) CO will make no refund but may, at its discretion, provide ground transportation to the destination airport without charge when the destination city airport designated on the Passenger’s Ticket and the city airport where the flight terminates are both within any of the following city groups:
- a) Baltimore, MD (BWI)/Washington D.C. Dulles (IAD)/Washington D.C. National (DCA)
  - b) Brownsville, TX (BRO)/Harlingen, TX (HRL)/McAllen, TX (MFE)
  - c) Burbank, CA (BUR)/Los Angeles, CA (LAX)/Ontario, CA (ONT)/Orange County, CA (SNA)/Long Beach, CA (LGB)
  - d) Chicago, IL O’Hare (ORD)/Chicago, IL Midway (MDW)
  - e) Colorado Springs, CO (COS)/Denver, CO (DEN)
  - f) Dallas, TX Dallas-Ft. Worth International (DFW)/Dallas, TX Love Field (DAL)
  - g) Ft. Lauderdale, FL (FLL)/Miami, FL (MIA)/West Palm Beach, FL (PBI)
  - h) Houston, TX Bush Intercontinental (IAH)/Houston, TX Ellington AFB (EFD)/Houston, TX Hobby (HOU)
  - i) Oakland, CA (OAK)/San Francisco, CA (SFO)/San Jose, CA (SJO)
  - j) Newark, NJ Newark International (EWR)/New York, NY La Guardia (LGA)/New York, NY/Kennedy (JFK)/White Plains, NY (HPN)
  - k) London, UK Gatwick (LGW)/London, UK Heathrow (LHR)
- 3) When a Passenger holding a ticket for carriage for a higher class of service between a point of Origin and a Destination is required by the carrier to use a lower class of service for any portion of such carriage the amount of refund will be as follows:
- a) FOR ONE WAY TICKETS: The difference between the fare for the higher class of service and the fare for the lower class of service between the points where the lower class of service is used.
  - b) FOR ROUND TRIP, CIRCLE TRIP OR OPEN JAW TICKETS: The difference between 50 percent of the round trip fare for the higher class of service and 50 percent of the round trip fare for the lower class of service used.
- B) Refunds - Voluntary  
 For tickets eligible for refunds, unless it is an involuntary refund as stated in Paragraph (A) above, CO will upon the Passenger’s surrender of the unused portion of a CO issued ticket or voided eTicket, refund to the Passenger as follows:
- 1) If no portion of the Ticket has been used, in accordance with these rules, the refund will be an amount equal to the total fare and charges paid.

- 2) If a portion of the Ticket has been used, in accordance with these rules, the refund will be an amount equal to the positive difference if any, between the fare and charges applicable to the Ticket issued to the Passenger, and the fare and charges applicable to the transportation of the Passenger covered by the used portion of the Ticket.
  - 3) Refund will be made, provided application for such refund has been made not later than the expiration date of the Ticket.
  - 4) CO assumes no obligation to issue a voluntary refund unless such Ticket was issued by CO as a CO Ticket. The term "CO Ticket" means Tickets printed, imprinted or issued electronically with the CO carrier code (005) as part of the Ticket serial number.
  - 5) Any applicable administrative service charge or cancellation fee included as part of the published fare rule for the Ticket in question will be deducted from the amount to be refunded under 1) and 2) above.
  - 6) CO will issue refunds for eligible tickets within seven (7) business days for credit card purchases and 20 business days for cash purchases.
- C) Persons to Whom Refund is Made - Except as provided below, CO will refund in accordance with this Rule only to the person named as the Passenger on the Ticket.
- EXCEPTION 1:
- 1) Tickets issued in exchange for a Prepaid Ticket Advice (PTA) will be refundable only to the purchaser of the PTA.
  - 2) Tickets issued under a Universal Air Travel Plan (UATP) will be refundable only to the subscriber against whose account the Ticket was charged.
  - 3) Tickets issued against a Transportation Request issued by a government agency, other than the U.S.A Government, will be refunded only to the government agency that issued the Transportation Request.
  - 4) Tickets issued against a U.S.A Government Transportation Request (GTR) will be refunded only to the U.S.A. Government agency which issued the GTR by check made payable to the "Treasurer of the United States".
  - 5) Tickets issued against a credit card honored by CO will be refunded only to the account of the person to whom such credit card was issued.
  - 6) Tickets issued in the name of a minor will be refunded to the parent, guardian, or a third party as designated in accordance with Exception 2 below.
- EXCEPTION 2: If at the time of purchase, the purchaser designates on the Ticket another person or entity to who refund shall be made, the refund will be made to the person so designated. A refund made in accordance with this procedure to a person representing his/herself as the person so designated on the Ticket exchange order shall be deemed a valid refund, and CO will not be liable to the purchaser, or any other person for another refund.
- EXCEPTION 3: If at the time of application for refund, evidence is submitted that a company purchased the Ticket on behalf of its employees, or the travel agent has made a refund to its client, such refund will be made directly to the employee's company or the travel agent.
- D) Non-refundable Tickets:
- 1) General Rule – Except as provided in Rule 4, CO will not refund any portion of a Ticket that is purchased with a non-refundable fare, including the fare and any taxes, fees, or other charges included within the total price paid for the Ticket.
  - 2) Application of Unused Ticket toward Future Ticket Purchase - CO may allow a portion of the non-refundable fare paid for an unused and unexpired non-refundable CO Ticket to be applied towards the purchase of future travel on CO, provided it is done in accordance with the applicable fare rule in place at the time of such request. Change fees and other administrative charges may apply. Any portion not so applied will not be refunded in any form.
- E) Lost Tickets
- 1) Amount of Refund - When a Passenger loses a CO issued Ticket eligible for a refund, or the unused portion thereof, CO will, subject to the conditions set forth below, make a refund to the Passenger in the following amounts, as applicable.
    - a) If no portion of the Ticket has been used, the refund will be an amount equal to the fare and charges paid, less service charges as indicated below.
    - b) If a portion of the Ticket has been used, and
      - (i) The Passenger has purchased a new Ticket covering the same transportation as that covered by the unused portion of the lost Ticket, the refund will be an amount equal to the fare and charges paid for such new Ticket, or
      - (ii) The Passenger has not purchased a new Ticket covering the same transportation as that covered by the unused portion of the lost Ticket, and free transportation is not provided by CO, the refund will be an amount equal to the positive difference, if any, between the fare and charges paid, and the full

normal fare and charges applicable to the transportation of the Passenger covered by the used portion of the Ticket, or

- (iii) Where in CO's judgment a hardship exists and CO provide(s) a free Ticket covering the lost portion(s) upon payment of service charges shown below, no further refund shall be due.

2) Application for Refund of Lost Tickets

- a) A refund will be made for eligible tickets in accordance with 1) above, provided application has been made no later than one month after the expiration date of the lost Ticket.
- b) The application must be made on forms provided by CO for such refunds.
- c) A refund will be made by CO upon application for such refund, provided that the lost Ticket or lost portion thereof has not previously been honored for transportation or refunded to any person during a period of three months from the date the loss is reported, and provided that the person to whom the refund is made agrees, in such form as may be provided by CO, to indemnify CO, including agreeing to return to CO such refund, for any loss or damage which it may sustain by reason of the use of the lost Ticket or portion thereof.

3) Service Charge - CO will impose a service charge of USD 150/CAD 150 per Ticket for handling such request for refund of a lost Ticket or portion thereof.

EXCEPTION: No service charge will be imposed for Military Passengers when transportation is paid for with a U.S. Government Transportation Request (Form No. 1169).

4) Non-refundable Tickets - CO will not refund any portion of a lost non-refundable Ticket, including the fare and any taxes, fees, or other charges. For applicable service charge, the Ticket will be reissued, if application is submitted prior to scheduled travel. For travel on or after October 1, 2002, non-refundable Tickets will not be reissued after the date of travel reflected on each Flight Coupon.

F) Foreign Currency Refunds

- 1) All refunds will be subject to government laws, rules, regulations, or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being made.
- 2) Refunds will be made in the currency in which the fare was paid, or, at CO's election, in lawful currency of the country of the carrier making the refund in the amount equivalent to the amount due in the currency in which the fare or fares for the flight covered by the Ticket as originally issued was collected.

G) Overcharge Refunds - Refund claims for overcharges must be submitted to CO in writing within 45 days after the operation of the flight Segment to which such overcharge claim relates, after which time no claim or legal action based on such overcharge can be maintained.

**RULE 28 ADDITIONAL LIABILITY LIMITATIONS (revised September 4, 2008)**

A) Successive Carriers - Carriage to be performed under one Ticket or under a Ticket and any Conjunction Ticket issued in connection therewith by several successive carriers is regarded as a single operation.

B) Warsaw/Montreal Convention Application - As to all International Transportation as defined in the Warsaw and/or Montreal Conventions:

- 1) CO shall not invoke the limitation of liability in Article 22(1) of the Warsaw Convention as to any claim for recoverable compensatory damages arising under Article 17 of the Warsaw Convention;
- 2) CO shall not avail itself of any defense under Article 20(1) of the Warsaw Convention with respect to that portion of such claim which does not exceed 100,000 Special Drawing Rights (SDR's);
- 3) Except as otherwise provided in paragraphs A) and B) above, CO reserves all defenses available under the Warsaw and/or Montreal Conventions to such claims. With respect to third parties, CO reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity;
- 4) CO agrees that subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the law of the Domicile or permanent residence of the Passenger;
- 5) Liability for delay of the Passenger shall not exceed the limitation set forth in the Warsaw and/or Montreal Conventions;
- 6) Nothing herein shall be deemed to affect the rights and liability of CO with regard to any claims brought by, on behalf of, or in respect to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a Passenger; and
- 7) Any action brought pursuant to the Warsaw and/or Montreal Conventions is barred unless commenced within two years of the alleged occurrence.

C) General Limitation of Liability - Except to the extent the Warsaw and/or Montreal Conventions or other applicable law may otherwise require or except as specifically provided otherwise in this Contract of Carriage, the following limitations of liability apply:

- 1) CO shall not be liable for any death, injury, delay, loss or other damage of whatsoever nature (hereafter referred to collectively as “damage”) arising out of or in connection with carriage or other services performed by CO, unless such damage is proven to have been caused by the sole negligence or willful misconduct of CO and there has been no contributory negligence on the part of the Passenger.
- 2) CO shall not be liable for any damage arising out of CO’s compliance with any laws, government regulations, orders, rules, requirements or security directives or as a result of a Passenger’s failure to comply with such laws, government regulations, orders, rules, requirements or security directives or as a result of Passenger’s reliance on advice provided by CO regarding such laws, regulations, orders, rules, requirements or security directives. See also Rule 19.
- 3) CO shall not be liable for any punitive, consequential or special damages arising out of or in connection with carriage or other services performed by CO, whether or not CO had knowledge that such damage might be incurred.
- 4) Any limitations or exclusions of liability of CO shall apply to and be for the benefit of CO’s agents, employees, vendors and representatives acting within the scope of their employment and also to any person whose aircraft is used by CO and its agents, employees or representatives acting within the scope of their employment.
- 5) International Limitation of Liability for Baggage - If at least one of the Passenger’s Ticketed segments is for carriage outside the U.S.A., the following apply:
  - a) CO shall not be liable for any loss, damage or delay of unchecked, Carry-On Baggage or Cabin Baggage unless it is proved that the loss, damage or delay was caused by the sole negligence or willful misconduct of CO. Assistance rendered to the Passenger by CO’s employees and/or agents in loading, unloading, or storing unchecked, Carry-On Baggage or Cabin Baggage shall be considered as gratuitous service to the Passenger for which CO shall not be liable.
  - b) Where the Warsaw Convention applies, liability for any loss, damage or delay of Checked Baggage is limited to 640 USD/640 CAD per bag, and liability for any loss, damage or delay of unchecked Baggage or other property is limited to 400 USD/400 CAD per Passenger. Where the Montreal Convention applies, liability for Baggage is limited to 1,000 SDR for each Passenger, unless the Passenger has made, at the time when Checked Baggage was handed over to the carrier, a special declaration of interest in delivery at destination and has paid the applicable fee. In that case, liability is limited to the declared sum, unless it is proved that the sum is greater than the Passenger’s actual interest in delivery at destination. In no other case shall CO’s liability for a Passenger’s Baggage exceed the actual loss incurred by the Passenger. All claims are subject to proof of the amount of the actual loss by the Passenger.  
 NOTE: (Applicable only to transportation exclusively on CO or to Interline Transportation where CO is the originating carrier). For purposes of determining liability under the Warsaw and/or Montreal Conventions and Contract of Carriage with respect to baggage acceptable for checking under Rule 23, the weight of each piece of such baggage shall be deemed to be the maximum allowable weight for each piece of such baggage under the Rule, unless the actual weight is stated on the Baggage Check.
  - c) In the event of delivery to the Passenger of part but not all of the Passenger’s Checked Baggage, or in the event of damage to part but not all of such Baggage, the liability of CO with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, regardless of the value of any part of the Baggage or contents thereof.
  - d) An action against CO for loss, damage or delay of Checked Baggage will be barred unless a Passenger makes a written claim to CO for damage to Checked Baggage within seven (7) days from the date of receipt; and in the case of delay or loss, within 21 days from the date on which the Baggage or goods have been placed at his disposal (in the case of delay), or should have been placed at his disposal (in the case of loss).
  - e) No right to any claim against CO related to Baggage will lie unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft was scheduled to have arrived, or from the date on which the carriage stopped.
- 6) Domestic Carriage Limitation of Liability for Baggage - If all of the Passenger’s Ticketed segments are for carriage within the U.S.A., the following apply:
  - a) Liability for the loss of, damage to or delay in delivery of a Passenger’s personal property, including Baggage, when such personal property or Baggage has been checked (unless a higher value is declared in advance and additional charges are paid and personal property is not otherwise excludable), is limited to USD 3,300 per Ticketed Passenger. Passenger will be responsible for documenting and proving the actual value of the loss. CO shall not be liable for any consequential damages arising from the loss of, damage to or delay in delivery of Baggage.
  - b) CO assumes no responsibility or liability for Baggage or other items carried in the Passenger compartment of the aircraft.

- c) In the case of loss of, damage to or delay in delivery of a Passenger's personal property, including Baggage, a preliminary notice of claim must be submitted to CO by the Passenger within four hours after arrival of the flight on which the Baggage was or was to be transported. In the event of failure to give such preliminary notice of claim (absent extraordinary circumstances to be determined at CO's discretion), no action shall lie against CO.
  - d) After preliminary notice of claim to CO by the Passenger, the Passenger must obtain a written claim form from CO.
  - e) The completed written claim form pertaining to the claimed loss of, damage to or delay in delivery of a Passenger's personal property, including Baggage must be received by CO's System Tracing Center from the Passenger within 45 days after the flight date. If the Passenger's fails to return the completed written claim form within the specified time period (absent extraordinary circumstances to be determined at CO's discretion), no action shall lie against CO.
- 7) Wheelchairs and Other Assistive Devices - For domestic travel only, the baggage limitations of liability set forth in this Rule do not apply to claims for loss, damage or delay concerning wheelchairs or other assistive devices. Liability for a lost or irreparably damaged wheelchair or other assistive device will be the original purchase price of the device, or where repairable, the actual cost of repair. Documentary proof is required from the Passenger for any claim for damages, loss or repair. CO has the right to inspect and document any pre-existing damage prior to acceptance of wheelchairs or other assistive devices as Checked Baggage. The notice and claim requirements of this Rule do apply.
- 8) Exclusions from Baggage Liability (Applies to Domestic and International Carriage)
- a) Notwithstanding the foregoing limitations, CO shall not be liable for the loss of, damage to or delay in delivery of any fragile or perishable items, nor for loss of, damage to or delay in delivery of any of the following:
    - (i) Antiques, artifacts, heirlooms, collectibles, religious items;
    - (ii) Antlers;
    - (iii) Backpacks not designed for travel, sleeping bags and knapsacks made of plastic, vinyl or other easily torn material with aluminum frames, outside pockets or with protruding straps and buckles;
    - (iv) Business equipment and business samples;
    - (v) Portable multimedia players including, but not limited to, CD, DVD or MP3 players;
    - (vi) Chinaware, glass, ceramics, pottery;
    - (vii) Computer hardware/software and electronic components/equipment;
    - (viii) Items checked in sacks or paper/plastic bags that do not have sufficient durability, do not have secure closures or do not provide sufficient protection to the contents;
    - (ix) Items checked in corrugated/cardboard boxes, including cardboard boxes provided by CO, except for items that otherwise would be suitable for transportation without the cardboard box (e.g., bicycle, garment bag);
    - (x) Electronic and mechanical items, including cell phones, electronic games; and other related items;
    - (xi) Eyeglasses, Binoculars, Prescription Sunglasses and Non-Prescription Sunglasses and all other eyewear and eye/vision devices;
    - (xii) Garment bags not designed for travel;
    - (xiii) Irreplaceable items;
    - (xiv) Items made of paper (e.g., advertising displays, blueprints, maps, manuscripts, business/personal documents, historical documents, photos, books, negotiable papers, securities, etc.);
    - (xv) Jewelry;
    - (xvi) Keys;
    - (xvii) Liquids, perfumes, liquor, jerkins, zamzam water;
    - (xviii) Medicines, medical equipment;
    - (xix) Money, gift cards and gift certificates;
    - (xx) Natural fur products;
    - (xxi) Perishable items such as food, seafood, tobacco and related items;
    - (xxii) Photographic/cinematographic/audio/video equipment, cameras and related items;
    - (xxiii) Precious metals/stones;
    - (xxiv) Tools, battery powered hand tools, tool boxes/containers;

- (xxv) Totally unprotected items such as tennis racquets and umbrellas, either individually checked or tied/strapped to the outside of luggage;
  - (xxvi) Silverware, knives, swords;
  - (xxvii) Watches (Timepieces);
  - (xxviii) Works of art such as paintings or sculptures; or
  - (xxix) Any other similar valuable property or irreplaceable property included in the Passenger's Checked or Carry-on Baggage with or without the knowledge of CO.
- b) CO shall not be liable for Baggage not claimed by Passenger immediately upon arrival.
  - c) CO shall not be liable for damage caused by a customer's property, whether such damage is to the customer's own property or to other's property.
  - d) CO shall not be liable for the loss of, damage to or delay in delivery of any Baggage accepted by another carrier for Interline Transfer to CO, if the Baggage is not acceptable for transportation as Checked Baggage by CO.
  - e) A Passenger traveling with an animal shall be responsible for compliance with all governmental regulations and restrictions, including furnishing valid health and rabies vaccination certificates when required. CO will not be liable for loss or expense due to the Passenger's failure to comply with this provision, and CO will not be responsible if any animal is refused passage into or through any country, state or territory. (See Rule 23.)
  - f) CO shall not be liable for damage to Sports Equipment including, but not limited to: Archery Equipment, Boogie/Skim/Speed Boards, Bowling Equipment, Fencing Equipment, Fishing Equipment, Gymnastic Equipment, Hang Gliding Equipment, Hockey/Lacrosse Sticks, Javelins, Kayaks, Kiteboarding Equipment, Oars, Pole Vaulting Equipment, Pool Cues, Rebreather Equipment, Scuba Diving Tanks, Scuba/Diving Equipment, Water Skiing/Snow Skiing/Snowboarding Equipment, Surfboards, Surfboard Equipment Containers, Surfboard Bags, Wave Skis, Wakeboards and Windsurfing Equipment.
  - g) CO shall not be liable for damage to Golfing Equipment that is not contained in hard-sided cases.
  - h) CO shall not be liable for damage to Bicycles that do not have the handlebars fixed sideways and pedals removed, handlebars and pedals encased in plastic foam or similar material or not contained in cardboard containers or hard-sided cases.
  - i) CO shall not be liable for damage to Personal Human Transporters, except those used by qualified passengers with disabilities.
  - j) CO shall not be liable for damage to Musical Instruments or Musical Instrument Cases.
  - k) CO shall not be liable for damage to Strollers.
  - l) CO shall not be liable for any Baggage for which CO has received a signed release form from the Passenger.
  - m) CO shall not be liable for damage to Checked Baggage which does not impair the ability of such Baggage to function and specifically shall not be liable for damage arising from the normal wear and tear of handling, including minor cuts, scratches, scuffs, dents, punctures, marks or soil.
  - n) CO shall not be liable for loss of or damage to protruding parts such as wheels, feet, external pockets, pull and extending handles, hanger hooks, external locks, pull straps and security straps.
  - o) CO shall not be liable for loss of or damage to articles due to a manufacturer's defect or due to overpacked Baggage.
  - p) CO shall not be liable for loss of or damage to articles which are strapped, fastened or otherwise secured to other Checked Baggage and which are not independently tagged and/or packaged. Such items include, but are not limited to, sleeping bags, luggage racks, luggage carriers and umbrellas.
  - q) CO shall not be liable for damage caused by improperly packed Checked Baggage or Carry-on Baggage.
  - r) CO shall not be liable for the loss of, damage to or delay in delivery of any Checked Baggage of a person traveling on a Ticket who is other than the Passenger to whom the Ticket was issued.
  - s) CO shall not be liable for the loss of, damage to or delay in delivery of any Checked Baggage of an employee of an airline other than CO or such employee's family or friends traveling on a non-revenue Ticket. EXCEPTION: If the other airline has a ZED agreement with CO, CO will comply with its terms regarding loss of, damage to or delay in delivery of any Checked Baggage of an employee of another airline or such employee's family or friends traveling on a non-revenue Ticket.
  - t) CO will not be liable for delivery or interim expenses incurred by the Passenger with delayed baggage if Passenger fails to meet the check-in time requirements set out in Rule 23.
- 9) Declaration of Higher Value for Checked Baggage

- a) A Passenger may, when checking in for a flight and presenting Baggage to be checked for transportation, declare a value higher than the maximum limitation of liability amount specified herein subject to the conditions and charges below, in which event CO's liability shall not exceed the higher declared value.
  - b) CO's higher valuation may be purchased at the one-way rate of 1 USD/1 CAD per 100 USD/100 CAD of higher declared value, but total declared value may not exceed 5,000 USD/5,000 CAD.
  - c) Declaration of higher value shall not apply to any items in Rule 28 C) 8b), e), f), g), h) i) and j).
  - d) CO has the discretion to not accept Baggage of any one Passenger having a declared value in excess of 5,000 USD/5,000 CAD unless special arrangements have been made in advance by the Passenger with CO.
  - e) When personal property, including Baggage, is tendered for transportation via two or more carriers with different maximum limits on declared value, the lowest limit for any such carrier shall apply to all carriers participating in such transportation.
  - f) Excess value charges will be payable on a one-way basis at the point of Origin for the entire journey to the final Destination, provided that, if at a Stopover en route, a Passenger declares a higher excess value than that originally declared, additional value charges for the increased value from Stopover to the final Destination will be due from the Passenger.  
EXCEPTION: Excess value charges will be due from the Passenger to CO only to the point to which the Baggage is checked, or to the point of Transfer to another carrier if such point is before the point to which Baggage is checked.
- 10) Delivery of Baggage - CO will use reasonable efforts to return Checked Baggage within 24 hours of notice in writing by the Passenger of a delayed bag. CO will attempt to contact any Passenger whose unclaimed, Checked Baggage contains a name and address or telephone number.
- 11) Limitation of Liability-Services of Other Carriers
- a) CO's liability for damage, if any, shall be limited to occurrences on its own flights only, except in the case of Checked Baggage, in which case the Passenger also has the right of action against either the first or last carrier in the flown itinerary.
  - b) A carrier issuing a ticket or checking baggage for carriage over the lines of others does so only as agent and is not liable for actions on the part of the operating carrier.
  - c) CO shall not be liable for the death or injury of a Passenger not occurring on its own operated flights.
- 12) CO's liability in the case of refusal to transport passenger on a specific flight or removal of a passenger en route pursuant to Rule 21 shall be limited to the refund value of the unused portion of the passenger's ticket in accordance with Rule 27(A).

**RULE 29 CUSTOMER SERVICE COMPLAINTS (revised April 8, 2002)**

CO will assign a Company Representative responsible to handle Customer Service complaints and to ensure that all written complaints by Passengers receive a response within 60 days.

**RULE 30 PRIVACY NOTICE (revised July 7, 2008)**

CO is committed to protecting the privacy of its customers in compliance with all relevant data protection laws. Please be advised that when you book or purchase a CO ticket for transportation of passengers or cargo or if you participate in CO programs or services such as OnePass or the Presidents Club, personal data may be collected, used, processed and transferred for the following business purposes: making a reservation; purchasing a ticket; purchasing cargo services; participating in OnePass services; obtaining ancillary services, including accommodating special service requests; accounting, billing and auditing; checking credit or other payment mechanisms; operating frequent flyer programs; systems testing, maintenance and development; customer relations; sales and marketing; promotions for CO and third party's goods and services; statistical analysis; developing and tailoring current and future services; facilitating travel, including obtaining immigration and customs clearance; complying with applicable laws and/or valid court orders; providing data to third parties or governmental agencies to comply with, or assist in the development of, security or safety measures for passengers, baggage or cargo, or to provide for the prevention or detection of imminent criminal acts or the apprehension or prosecution of offenders; protecting the legal rights of CO. Upon booking a ticket for transportation or purchasing other services, you authorize CO and its affiliates and authorized agents to (i) collect, process, retain and use, and (ii) transfer to third parties, including other carriers and government agencies, for their use, processing and retention, such personal data as CO deems necessary to carry out the above-mentioned business purposes. CO Customer Care is responsible for receiving, investigating and resolving customer complaints regarding CO's Privacy Policy. You may contact CO Customer Care at the address set forth below if you would like to review and rectify your personal data on file.

**Customer Care Contacts:**

**E-mail:**

[custo@coair.com](mailto:custo@coair.com)

**Address:**

Customer Care – NHCCR  
Continental Airlines, Inc.  
900 Grand Plaza Dr.  
Houston, TX 77067-4323

If you object to CO maintaining and using your personal data for marketing purposes, you may opt out of such purposes. OnePass members may opt out of such purpose by using [continental.com](http://continental.com) (sign in is required) or contacting OnePass at the contacts below. Opt out requests by non-OnePass Members should be directed to CO Customer Care at the contacts above.

**OnePass Contacts:**

**E-mail:**

[onepass@coair.com](mailto:onepass@coair.com)

**Phone:**

1-713-952-1630

**Address:**

OnePass Service Center  
900 Grand Plaza Dr.  
Houston, TX 77067-4323 USA