General conditions of carriage

GENERAL CONDITIONS OF CARRIAGE OF PASSENGER AND BAGGAGE USED IN POLSKIE LINIE LOTNICZE LOT

issued pursuant to Article 205 par. 2a of the Act of 3 July 2002 Aviation Law (Journal of Laws 02.130.1112)

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ARTICLE 1
DEFINITIONS

1.1.
AGENT – means a passenger ticket sales agent appointed by the carrier to represent the carrier in the sale of air passenger ticket operated by this carrier and, when authorised, also on routes of other air carriers.

1.2.
AGREED STOPPING PLACES – within the meaning of the convention and these conditions, means the places, except the place and the place of destination, stated in the ticket or shown in the carrier’s timetables as scheduled stopping places on the passage.

1.3.
AIRLINE DESIGNATOR CODE – means characters or letters that identify the particular air carrier.

1.4.
BAGGAGE – means such articles and other personal property of passenger as are necessary or appropriate for wear, use, comfort and convenience in connection with the journey. Unless otherwise specified, it includes both checked and unchecked baggage.

1.5.
BAGGAGE RECEIPT – means those portions of the ticket that refer to the carriage of the passenger’s checked baggage.
1.6.
BAGGAGE TAG – means a document (receipt) issued by or on behalf of the carrier solely for the purpose of identification of the baggage where the tag holder is attached to the checked baggage, and the baggage identification part is handed out to the passenger.

1.7.
BREAK OF JOURNEY (STOPOVER) – means a deliberate interruption of a journey at a point/points located between the place of departure and the place of destination that lasts over 24 hours and was agreed upon with the carrier by the passenger in advance.

1.8.
CARRIER – means Polskie Linie Lotnicze “LOT” S.A. (LOT Polish Airlines), an air carrier having its registered office at ul. 17 Stycznia 43, 02-146 Warszawa (hereinafter also referred to PLL LOT SA) or, in special cases, also another air carrier marked on the ticket or perform upon its order.

1.9.
CARRIER’S REGULATIONS - means regulations other than these General Conditions of Carriage, published by the carrier on its website (www.lot.com), or other conditions that are made available before a carriage agreement is signed, that are valid for the duration of a journey, governing the carriage of passengers and/or baggage as well as the carrier’s tariff.

1.10.
CHECKED BAGGAGE - means baggage in the custody of the carrier for which the carrier has issued a baggage receipt.

1.11.
CHECK-IN DEADLINE – means the time limit set by the carrier by which the passenger must complete check-in formalities and boarding pass.

1.12.
CONDITIONS OF THE CONTRACT – means the statements and information contained in or delivered with the ticket or the itinerary receipt that are identified as such and incorporate these General Conditions of Carriage into the carriage agreement by reference.

1.13.
CONJUNCTION TICKET – means a ticket issued to a passenger in conjunction with another ticket or tickets that together constitute a single carriage agreement.

1.14.
CONVENTION – means the Convention for the Unification of Certain Rules for International Carriage by Air: signed in Montreal on 28 May 1999 (the Montreal Convention), signed in Warsaw on 12 October 1929 (the Warsaw Convention), in the original version of the text or as amended by the Hague Protocol of 1955 and/or with the amendments made by the Guadalajara Convention whichever is applicable in a given case, and, in the case of the Warsaw Convention, depending also on the fact whether its amendments and/or revisions apply to a given carriage with regard to the itinerary specified in the ticket or jointly issued tickets.

1.15.
ELECTRONIC COUPON – means an electronic flight coupon or any other relevant record kept in the carrier’s database.

1.16.
ELECTRONIC TICKET – means the confirmation of the paid flight (route) for the passenger issued by or on behalf of the carrier its database, along with electronic coupons and, if applicable, a boarding pass with confirmation in the form of “Electronic Ticket Itinerary Receipt”.

1.17.
FARE – means published fares along with applicable provisions that have been reported to the relevant authorities if required.

1.18.
FLIGHT COUPON - means the portion of the ticket that bears the notation “Good for passage” or, in the case of an electronic ticket, an electronic coupon that indicates particular places between which the passenger is entitled to travel.

1.19.
FRANC POINCARÉ – means the standard currency unit used in the Warsaw Convention.

1.20.
ITINERARY RECEIPT – means a document or documents forming part of an electronic ticket that include(s) the name of the given flight and information about the flight as well as other information required by applicable legal provisions.

1.21.
PASSENGER – means any person, except crew members, being carried or to be carried in an aircraft on the basis of a flight ticket or consent of the carrier.

1.22.
PASSENGER COUPON or PASSENGER RECEIPT – means the portion of the ticket issued by or on behalf of the carrier which is retained by the passenger.
1.23
PERIOD DETERMINED IN DAYS – means calendar days, including all seven days of the week, provided that the day of dispatch of the notice is not counted for the purpose of determining the period of notification. For the purpose of determining the time of validity of the ticket is issued or the flight begins shall not be counted.

1.24.
SDR (SPECIAL DRAWING RIGHTS) – means the standard currency unit as defined by the International Monetary Fund.

1.25.
TICKET – means either the document entitled „Passenger Ticket and Baggage Receipt“ or an electronic ticket issued by or on behalf of the carrier. It includes the Conditions of the Contract, flight information, flight coupons and a passenger receipt.

1.26.
UNCHECKED BAGGAGE – means baggage carried in the custody of the passenger in the passenger cabin.

ARTICLE 2
APPLICABILITY

2.1.
GENERAL PROVISIONS.

2.1.1.
These General Conditions of Carriage apply only to the flights or flight segments where the name of PLL LOT S.A. or its airline designator code LO is indicated in the adequate box of the ticket issued for that flight segment, except as provided in par. 2.2. - 2.5., and in the situations referred to in par. 2.6.

2.1.2.
These General Conditions of Carriage also apply to charge-free and reduced-fare carriages, unless provided otherwise in relevant contracts, flight orders or tickets.

2.2.
PRECEDENCE OF LAW
The provisions of General Conditions of Carriage are applied in a manner that does not violate strictly binding provisions of the Convention or other legal requirements. If, as a consequence of this, some provisions of General Conditions of Carriage may not apply, the remaining provisions shall continue to be in force.

2.3.
CHARTERS
If a carriage is performed pursuant to a charter agreement, these General Conditions of Carriage apply to the relevant extent, unless provided otherwise in relevant flight orders or tickets.

2.4.
CODE SHARE FLIGHTS
The carrier concludes agreements with other carriers with regard to some routes and flights, which are most frequently called Code Share agreements. This means that, in some cases, even though the passenger booked a flight of a given carrier and holds a ticket indicating the name or the airline designator code of the given carrier, the carrier actually providing the carriage may be other than the one indicated in such case, the regulations of the carrier that actually provides the carriage may also be applicable. The passenger is informed about the identity of the carrier actually providing the carriage at the time of booking.

2.5.
IN Voluntary CHANGE OF THE CARRIER
In particularly justified cases, when the carrier is unable to provide carriage to a passenger on its scheduled flight, in order to avoid or reduce delay in the carriage, the carrier may replace the flight with a flight operated by other carrier or to change the booking for a flight operated by another carrier. The passenger is informed about the identity of the carrier actually providing the carriage not later than during the time of boarding the aircraft.

2.6.
CHANGE OF AIRCRAFT
The carrier reserves the right to change the type of aircraft as compared to the type indicated in the schedule.

2.7.
GENERAL CONDITIONS OF CARRIAGE VS. CARRIER’S OTHER REGULATIONS
In the event of inconsistency between these General Conditions of Carriage and the fares or the carrier’s other regulations available on the carrier’s website: www.lot.com or delivered to a passenger before entering into a passenger or carriage agreement, such fares shall prevail.

ARTICLE 3
TICKET

3.1.

TICKET

The ticket constitutes a prima facie proof of conclusion of a carriage agreement between the carrier and the passenger named

3.1.1.

TICKET REQUIREMENTS

In order to be entitled to travel on a given flight, each passenger must present a valid ticket duly issued in accordance with the regulations and containing the flight coupon for the given flight. Moreover, the passenger shall not be entitled to travel if the ticket is damaged or altered otherwise than by the carrier or its authorised agent. Only the passenger named in the ticket is entitled to a given flight, and the carrier is entitled to demand presentation of a document confirming the identity of this person and its data with records from the database of the carrier.

3.1.2.

LACK OF VALID TICKET

In the case of loss or damage of a ticket or its part, or non-presentation of a ticket containing the flight coupon for the given flight, the issuing carrier may - at the passenger's request - replace such a ticket or its part by issuing a new ticket. Issuing such a ticket (duplicate) shall be possible upon receipt of a proof that the original ticket (lost, damaged, etc.) was valid for the flight in question. In such case, the carrier reserves the right to collect a charge for re-issuing of the ticket (duplicate) or its part. If the passenger fails to produce such proof, a new ticket may be issued after the payment of full price of the ticket. The refund for a lost ticket may be obtained pursuant to Article 11 par. 5.

3.1.3.

NON-TRANSFERABILITY OF TICKET

A ticket is not transferable. If anyone else than the person named in the ticket travels on the basis of such ticket or is given a refund for such ticket, the carrier shall not be liable towards the person named in the ticket if the carrier provides carriage or makes such refund in good faith. This provision does not apply if the passenger's travel is part of a tourist package to which relevant provisions of law apply.

3.2.

PERIOD OF VALIDITY

Except as otherwise provided in the ticket or the General Conditions of Carriage, a ticket is valid for carriage for one year from the date of commencement of travel or, if no portion of the ticket was used, from the date of its issue.

3.2.1. EXTENSION OF VALIDITY

3.2.1.1.

If a passenger cannot travel within the period of validity of his ticket because the carrier:
- cancels the flight for which the passenger made a confirmed booking,
- omits a scheduled stopping place that is the place of departure, the place of destination or a stopover,
- fails to operate the flight within the reasonable time limits and according to the schedule,
- causes the passenger to miss the flight,
- changes the class of service or is unable to provide the previously confirmed seat in the aircraft performing the flight,
the validity of such ticket shall be extended till the first flight to the place of destination or break of journey where a seat is available for which the passenger paid the appropriate fare.

3.2.1.2.

If a passenger cannot travel within the period of validity of the ticket because, at the time when booking is requested by such passenger, the carrier is unable to secure a seat for him, the validity of such passenger's ticket shall be extended in accordance with the applicable fares paid by the passenger or, upon the passenger's request, shall be refunded in accordance with the provisions of Article 11.

3.2.1.3.

When, upon commencement of his/her journey, a passenger cannot continue the journey due to illness, the carrier may extend the validity of such passenger's ticket (provided that such extension is not excluded due to the fare paid by the passenger) until the passenger becomes fit to travel according to a medical certificate, or until the carrier's first flight after such date available in the ticket for which the fare has been paid provided that: when the flight coupons remaining in the ticket, or, in the case of an electronic electronic coupon involve one or more stopovers, the validity of such ticket shall be extended not more than 3 months from the permitted commencement of the journey stated in such medical certificate. The carrier may similarly extend the period of validity of other members of the passenger's immediate family accompanying the sick passenger.

3.2.1.4.

In the event of a death of a passenger en route, the validity of tickets of the persons accompanying the passenger may be extended by extending their period of validity or annulling the minimum stay period. In the event of death of a member of the immediate family of a passenger who has commenced travel, the validity of tickets of the passenger and his/her immediate family members accompanying may be changed. Any such modification shall be made upon receipt of a proper death certificate and the validity period shall not exceed three days from the day of death.
by more than 45 days from the date of death.

3.3. FLIGHT COUPON SEQUENCE

The carrier's fares require that the sequence of flights be strictly observed. If carriage on the preceding segment of the journey used in any other sequence than stated in the ticket, the fare charged for that flight shall be the price for the actually travelled route applicable on the day of original booking. If the resulting fare is higher than the price for the route indicated in the ticket, further carriage shall be conditional on subsequent payment of the resulting price difference.

3.4. NAME AND ADDRESS OF CARRIER

The carrier's name may be abbreviated to the relevant airline designator code or otherwise in the ticket. The carrier's address shall be deemed to be the airport of departure shown in the ticket next to the first abbreviation of the carrier's name in the "Carrier" box on the case of an electronic ticket, as indicated for the first flight segment in the itinerary receipt.

ARTICLE 4

BREAKS OF JOURNEY (STOPOVERS)

Breaks of journey (stopovers) on the route determined in the ticket are permitted at agreed places according to relevant fare conditions or state laws and regulations.

ARTICLE 5

FARES AND CHARGES

5.1. GENERAL PROVISIONS

The fare encompasses the charge for air carriage from the airport at the place of commencement of the journey to the airport of destination, unless otherwise agreed. Fares do not include costs of ground transport between airports and between airports and terminals.

5.2. APPLICATION OF FARES

The fares applicable in air transport are those published by or on behalf of the carrier in the usual manner or, in the case of carriages for which no fare has been published, fares determined (calculated) in accordance with the carrier's regulations. Unless otherwise provided and regulations, the applicable fare is the fare valid on the day of issuing the ticket that is determined for the day of commencement of the journey on the first flight segment (date shown in the ticket), or in the case of an electronic ticket, as indicated in the first electronic coupon. A change of the itinerary or the date of journey may result in a change of the paid fare. Some reduced fares may be partially or completely non-refundable, therefore they should be selected in such a way that conditions of the fare satisfy the passenger's needs. If the collected charge does not correspond to the fare that should have been applied, the resulting difference shall be paid to the carrier or refunded by the carrier in accordance with the conditions of the applied fare.

5.3. ROUTE

Unless otherwise provided in the carrier's regulations, fares apply only to routes covered by the given fare. If the given fare allows travel on various routes, the passenger may specify the selected route before the ticket is issued and if he/she fails to do so, be determined by the carrier.

5.4. TAXES AND CHARGES

Any applicable taxes or charges that may be imposed by relevant state authorities, any other authorities or the airport administration payable by the passenger upon purchase of his/her ticket in addition to the fares or charges due to the carrier. In case of a change of the carriage agreement (e.g. change of the carrier, route or date of carriage) at the passenger's request or through his/her fault, applicable taxes and charges shall be calculated and collected. At some airports, the airport authorities or state authorities may charge the passenger with additional administrative fees independent of the carrier, which shall be payable only directly to these entities. A transaction fee for issuance or transfer of the ticket may be added to the ticket. The passenger is informed about this before air carriage agreement and such fee is not refundable.

5.5. CURRENCY

Unless respective legal provisions do not provide otherwise, fares and additional charges due to the carrier are payable in any currency acceptable by the carrier. When payment is made in any other currency than the currency in which the fare is published, the amount shall be calculated at the banking rate of exchange in force on the date of issue of the ticket.

ARTICLE 6

BOOKINGS

6.1.

BOOKING REQUIREMENTS

6.1.1.

The passenger's booking is confirmed if the ticket specifies the number, date and time of the flight and "OK" information in the ticket, and in case of an electronic ticket – the information that the booking was registered and confirmed.

6.1.2.

Conditions of certain fares may limit or exclude the passenger's right to change his/her booking. Specific conditions are defined in provisions of individual fares.

6.2.
CANCELLATION OF BOOKING UPON LAPSE OF AGREED TICKETING TIME-LIMIT

The carrier may cancel the booking made by a passenger who has not paid for the ticket or who has not completed credit form carrier prior to the agreed ticketing time-limit.

6.3. PERSONAL DATA

Within the scope defined in the applicable legal provisions, a passenger is obliged to provide the carrier with his/her personal data booking a flight, issuing a ticket, performing the carriage arrangement, obtaining other benefits in the potential complaint process complying with immigration requirements and other entry requirements. The carrier shall process the personal data referred to submit it to relevant state authorities and/or other foreign recipients (including, e.g., authorities that use them for preventing air terrorist acts or other international crimes), authorised agents, other carriers and other entities for the purpose of fulfilment of other legally justified goals being pursued by administrators or data recipients. Passengers are entitled to access and correct the personal data.

Privacy regulations are available at www.lot.com.

6.4. SEATING

If possible, the carrier takes into account the passenger's requests for assignment of a specific seat, but reserves the right, even when the booking is confirmed, to change the seating in the class of service for which the ticket has been issued.

6.5. CANCELLATION OF FURTHER BOOKINGS

If the passenger failed to inform the carrier about the change of his/her journey plans before commencement of his/her journey use the seat booked for him/her, and the fare applied for the ticket does not allow such changes to be made, the carrier is entitled bookings made by it for further flight segments.

ARTICLE 7

CHECK-IN

The passenger shall arrive at the carrier's check-in and boarding gate sufficiently in advance of the departure time so as to permit completion of any formalities required by relevant state authorities and departure-related procedures and in any event not later than the carrier's minimum check-in time for the flight. If the passenger does not have relevant documents and is not ready to travel or fails to arrive at the check-in or boarding gate at the time fixed by the carrier, the carrier may cancel the seat booking for the passenger and is not obliged to delay the flight in connection with waiting for the passenger. The carrier is not liable to the passenger for any loss or expenses due to the passenger's failure to comply with the provisions of this Article. If, after the check-in, the passenger did not appear for the purpose of boarding the aircraft, and for this reason the flight is delayed because of the necessity of unloading the checked baggage, the passenger bears related expenses.

ARTICLE 8

REFUSAL, LIMITATIONS AND SPECIAL CONDITIONS OF CARRIAGE

8.1. REFUSAL OF CARRIAGE

The carrier may refuse carriage of any passenger or his/her baggage, if, in the exercise of its discretion, the carrier determines that:

a) such action is necessary for safety reasons;

b) such action is necessary in order to prevent infringement of any applicable laws, regulations or orders of any country in which the airport of departure, a stopover or the airport of destination or over which the aircraft shall fly; or

c) notwithstanding par. 8.2. of this Article, the conduct, age, mental or physical state of the passenger is such that:

· it requires special assistance of the carrier;

· the passenger evidently violates principles of good conduct, in a manner which may raise serious objections of other passengers;

· the passenger poses a threat to himself, other passengers or someone else's property;

· the passenger does not comply with the carrier's instructions/orders, especially those concerning the safety and order on the board;

· the passenger has refused to submit to a security check carried out by the airport security personnel supervising the safety of flights;

· the applicable fares or any charges or taxes payable have not been paid or credit arrangements between carrier and the passenger (or the person paying for the ticket) have not been completed;

· the passenger does not have required documents or refuses to produce, at the carrier’s request, appropriate documentation Article 14, par. 14.2;

· there are reasonable grounds to believe that the passenger may seek to enter the country where he/she shall stay in transit;

· the passenger has destroyed his or her required documentation or has refused to surrender his/her travel documents to the person paying for the ticket during the period of the journey if this is required by relevant state authorities;

· the passenger has been refused entry into the country in which there is the airport of departure or the airport of destination where the flight takes place;

· the ticket presented by the passenger;
was acquired unlawfully or has been purchased from any entity other than the issuing carrier or its authorised agent;
- has been reported as lost or stolen;
- contains a flight coupon or an electronic coupon which has been altered by anyone other than the carrier or its authorised agent;
- contains a flight coupon or electronic coupon has been damaged;
- the person presenting the ticket cannot prove that he/she is the person named in the „Passenger name” box of the ticket;
- the passenger committed misconduct violating applicable legal provisions, in particular laws and regulations relating to aircraft operation or evidently offended good customs morality on previous flight segments during one journey, and the carrier has reasonable ground that such misconduct, due to the passenger’s condition, may repeat during the remaining segments of the flight.

The carrier reserves the right to retain his/her ticket in cases mentioned in paragraphs k) and l) of this Article and in other cases specified in appropriate legal provisions.

8.2.
SPECIAL FACILITIES FOR CARRIAGE

The carrier shall make every effort to facilitate the carriage of ill or incapacitated persons, unaccompanied children or pregnant women. Acceptance of unaccompanied children, ill or incapacitated persons or pregnant women for carriage may be subject to prior arrangement of the conditions of such carriage with the carrier in accordance with applicable law. The detailed principles of carriage of the persons referred to in the preceding sentences can be found on the carrier’s website: www.lot.com.

ARTICLE 9

BAGGAGE

9.1.
ITEMS THAT CANNOT BE CARRIED IN BAGGAGE

9.1.1.

The passenger must not place in his/her baggage:

a) items which are likely to endanger the aircraft or persons or property being carried on board the aircraft specified in the Dangerous Goods Regulations of the International Civil Aviation Organisation (ICAO) and International Air Transport Association (IATA) and respective provisions (further information is available from the carrier on request);
b) items the carriage of which is prohibited under applicable laws of any country of any country in which there shall be the airport of departure, a stopover or the airport of destination or over which the aircraft shall fly;
c) items which, in the opinion of the carrier, are unsuitable for carriage due to their weight, shape, size or properties (such as fragile or perishable items) or for operational or security reasons;
d) live animals, except as provided for in par. 9.9. of this Article – “Animals”;
e) rectified spirit;
f) other alcoholic beverages, except in originally sealed packages.

9.1.2.

Firearms and ammunition other than for hunting and sporting purposes must not be carried in passenger baggage. Firearms and ammunition for hunting and sporting purposes may be accepted for carriage only as checked passenger baggage after being presented to the carrier. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA Dangerous Goods Regulations as well as relevant state regulations.

9.1.3.

Weapons such as swords, knives, antique firearms or replica firearms may be accepted for carriage as checked baggage upon prior arrangement of the conditions of carriage with the carrier. Carriage of such items in the passenger cabin is prohibited.

9.1.4.

The passenger is not allowed to include fragile or perishable items, money, jewellery, precious metals, computers, cameras, mobile telephones and other personal electronic devices, gold-work or silverware, promissory notes, securities or other valuables, business documents, passports or other identification documents, optical devices, medications or keys in checked baggage. These items should be carried in unchecked baggage in the custody of the passenger.

9.2.
RIGHT TO REFUSE CARRIAGE

9.2.1.

The carrier may refuse carriage as baggage of any of the items set forth in par. 9.1. of this Article and may refuse further carriage if such is discovered in the baggage.

9.2.2.

Unless advance arrangements have been made with the carrier, the carrier may carry baggage in excess of the applicable free allowance in checked baggage with the condition that the weight of such baggage is reduced by the free allowance.
flights.

9.2.3.
The carrier may refuse to accept checked baggage if it is not packed in a manner that guarantees safe carriage when handled with ordinary diligence.

9.3.1.
RIGHT TO CHECK BAGGAGE

For safety reasons, the carrier may ask a passenger for his/her consent for an inspection or check of baggage by means of X-ray type of baggage check. In the passenger’s absence, the carrier may inspect or check the passenger’s baggage for the presence of weapons or ammunition which has been hidden from the carrier. If the passenger refuses the inspection or check referred to in preceding sentences of this clause, the carrier may refuse to carry the passenger and/or his/her baggage. The carrier shall not be held liable for damage to the baggage or its contents as a result of such inspection or check.

9.3.2.
REGISTRATION OF BAGGAGE

A passenger may have his/her baggage registered only to the place of his/her own destination, according to the route stated in the ticket (on a given flight segment or segments). A passenger is not allowed to break his/her journey at any stopover point if his/her baggage was registered to a different further destination, and the carrier is not able – without delaying the aircraft’s departure – to find passenger’s or to hand it over to the passenger who expressly wanted to leave the aircraft at the stopover point. If, nevertheless, the passenger breaks his/her journey, he/she shall be obliged to cover all costs of finding the baggage and delaying the flight.

9.4.
CARRIAGE OF CHECKED BAGGAGE

9.4.1.
Upon delivery of baggage for the purpose of checking to the carrier, the carrier takes baggage in its custody and issues a baggage tag for each piece of checked baggage and hands out a control coupon from that baggage tag to the passenger.

9.4.2.
If baggage is not identified by the relevant name, initials or any other personal identification mark, the passenger shall affix such to the baggage prior to its acceptance.

9.4.3.
Except where par. 9.2.2. specifies otherwise, checked baggage shall be carried on the same flight as the passenger is; unless the carrier decides that this is infeasible due to the insufficient capacity or overloading of the aircraft. In such case, the carrier shall carry the check the carrier’s next flight on which free space is available.

9.4.4.
If the baggage value exceeds the liability limit defined in the Convention, the passenger is obliged to inform the carrier about it in order to provide a written declaration of value for checked baggage in accordance with par. 9.4.5. or to insure baggage up to the amount declared.

9.4.5.
If the carrier accepts checked baggage with the passenger’s written declaration concerning the value of checked baggage in excess of liability limits defined in the Convention, the passenger is obliged to pay an additional charge specified in the fare.

9.4.6.
The carrier may refuse to accept a declaration of excess value of the baggage when a part of the carriage is to be provided by a carrier which does not offer such service.

9.5.
FREE BAGGAGE ALLOWANCE

A passenger may carry free of charge only the baggage that meets the requirements and limitations set forth in the carrier’s regulations. The passenger may obtain all applicable information from the carrier.

9.6.
EXCESS BAGGAGE

A passenger shall pay a charge for the carriage of baggage in excess of the free baggage allowance at the rate and in the manner prescribed by the carrier’s regulations. Relevant information is available at www.lot.com.

9.7.
CARRIAGE OF UNCHECKED BAGGAGE

9.7.1.
Unchecked baggage carried by a passenger on board the aircraft must fit under the seat in front of the passenger’s seat or in the storage compartment in the passenger cabin. Any items regarded by carrier as too heavy and/or large shall be carried according referring to checked baggage. The acceptable dimensions and weight of unchecked baggage are defined by the carrier and published on the carrier’s website: www.lot.com.
Items carried as unchecked baggage, particularly such as: a book, a coat, a small-size lady's handbag, a walking stick or an umbrella wheelchair or a collapsible pram, or other items needed by the passenger during his/her journey are not included in the unchecked allowance. The carrier may allow other items to be carried as part of unchecked baggage (e.g., a laptop).

If there is not enough space in the passenger cabin, the carrier may, irrespective of the dimensions and weight of unchecked baggage, demand that baggage be transferred for carriage as checked baggage in the baggage compartment. In such case, the passenger is absolutely obliged to take out of the baggage all items specified in par. 9.1.4. of this Article.

Items not suitable for transport in the baggage compartment of the aircraft, such as musical instruments and the like, shall be carried in the passenger cabin only upon prior arrangement with the carrier. The carrier may demand a specific charge to be paid for the carriage of such items.

Collection of Baggage

Each passenger should collect his/her baggage as soon as it is available for collection in the place to which it was delivered according to the passenger's route. If any passenger does not collect his/her baggage, the carrier may dispose of it within the time limits and under the conditions specified in relevant provisions of law, in particular the provisions of the Civil Code.

Only the holder of the passenger ticket and the identification tag delivered to the passenger at the time of the baggage check-in is entitled to collect checked baggage. Failure to present the stub of the baggage tag shall not prevent the release of the baggage, provided that the passenger ticket is produced and the baggage can be identified thanks to other marks.

If the person collecting the baggage is unable to produce the passenger ticket and identify the baggage by producing the stub of the baggage tag, the carrier shall release the baggage to such person only on condition that he/she proves his/her right to such baggage, and, on the carrier's demand, he/she furnishes adequate security to indemnify the carrier against any loss or expense which might be incurred by the carrier as a result of such release.

If the holder of a passenger ticket does not lodge a complaint at the moment of baggage collection, it is assumed (unless there is evidence) that the baggage was collected in good condition and in accordance with the carriage agreement. If, nevertheless, the holder decides to file a complaint within time limits specified in Article 17, he/she has to prove that the damage occurred during carriage.

Animals

Carriage of dogs, cats and other pets requires the prior consent of the carrier. Such animals should be put in proper containers provided with food and accompanied by valid health and vaccination certificates, entry permits and other documents required by authorities of the country of destination and authorities of transit countries.

If accepted for carriage as checked passenger baggage, a pet together with its container and food shall not be included in the free baggage allowance but shall constitute an excess baggage for which the passenger shall pay on the basis of applicable rates. Small pets may be carried in the passenger cabin only when the carrier is notified about that beforehand and expresses his consent and an extra charge is paid.

Guide dogs accompanying blind or deaf passengers, assisting dogs or therapy dogs shall be carried free of charge in accordance with applicable laws and regulations. Detailed information is available at www.lot.com.

The carrier shall be held liable for the carriage of animals according to the rules of the Convention referring to the carriage of baggage and property. Apart from the liability referred to in the preceding sentence, the carrier shall not be liable for injury to or loss, delay in travel of any animal unless such damage occurred due to the Carrier's fault.

Irregularities in Carriage

The carrier undertakes to use its best efforts to carry the passenger and his/her baggage in accordance with the flight schedule valid for travel. The flight schedule may be changed, but the carrier is obliged to notify such change individually to all passengers who have bought tickets for flights covered by such change in the schedule.
In the event of denied boarding, cancellation or delay of a flight, passengers shall be entitled to certain benefits according to the applicable law.

ARTICLE 11

REFUNDS

11.1.

GENERAL PROVISIONS

A refund for a ticket or its unused part shall be made in accordance with the rules set out in this Article.

11.2.

PERSON ENTITLED TO REFUND

11.2.1.

Except as hereinafter provided in this paragraph, the carrier shall make a refund either to the person named in the ticket or to the person paid for the ticket upon presentation of a satisfactory proof of payment made to the carrier.

11.2.2.

The passenger named in the ticket or the person who paid for the ticket may authorise another person to collect a refund for the ticket or its part. If the ticket has been paid for by any other person than the passenger named in the ticket and the carrier has indicated a payment restriction in the ticket, the carrier shall make the relevant refund only to the person who paid for the ticket or to the authorised by him/her.

11.2.3.

Except in the case of a lost ticket, refunds shall only be made upon return of all unused passenger coupons together with the ticket and, as the case may be, a receipt of payment to the carrier.

11.2.4.

A refund made to anyone presenting the passenger receipt, unused flight coupons and, as the case may be, a receipt of payment in accordance with par. 11.2.1. or 11.2.2. of this Article shall be considered to have been made to the authorised person. The refund made in this provision shall release the carrier from further liability for refund.

11.3.

REFUNDS FOR REASONS ATTRIBUTABLE TO CARRIER

If the carrier:

- cancels a flight; or
- cannot operate a flight within a reasonable time according to the schedule; or
- fails to stop at a scheduled place that is the place of destination or a stopover in the passenger's travel; or
- is unable to provide the passenger with the previously booked seat; or
- causes the passenger to miss the flight for which the passenger has a confirmed booking,

the amount of the refund shall be:

a) if no portion of the ticket has been used – the amount equal to the fare collected from the passenger (with no deductions);
b) if a portion of the ticket has been used, the refund shall be the higher of:

- the one-way fare (less applied discounts, if any) from the stopover to the place of destination or the place of the next stopover;
- the difference between the fare paid for the complete journey and the fare that would be payable for the journey segments used.

11.4.

REFUNDS ON PASSENGER'S REQUEST

If the passenger wishes a refund on his/her ticket for reasons other than those set out in par. 11.3 of this Article, and the applicable tariff does not exclude the right to a refund, the amount of the refund shall be:

a) if no portion of the ticket has been used – the amount equal to the fare collected from the passenger less, as the case may be, any fees resulting from conditions of the use of the given special fare or a handling fee charged for refunds, if such fee is applicable;
b) if a portion of the ticket has been used and the fare conditions allow for this, the refund shall be the amount equal to the difference between the fare paid for the complete journey and the fare that would be payable for the journey segments used.

11.5.

REFUND FOR LOST TICKET

If a ticket (or its part) is lost, refund shall be made against a proof of ticket loss and after the passenger pays a fee for the issue of a duplicate ticket, about the amount of which the passenger may learn from the carrier's sales offices, and on condition that:

a) neither the lost ticket nor any of its parts has previously been used or replaced (duplicate has not been issued) or refunded; and
b) the person to whom the refund is made undertakes in such form and with such guarantees as may be specified by the carrier.
amount of refund to the carrier if the lost ticket or any of its parts was used by any person, in consideration of the amount refu
person who took possession of such ticket.

11.6.
RIGHT TO REFUSE REFUND

11.6.1.
The carrier may refuse a refund if an application for such refund is filed with the carrier later than after one year, counting from
expiry of the validity of the ticket, according to provisions of Article 3 par. 3.2.

11.6.2.
The carrier may refuse a refund unless the passenger or the person who has paid for the ticket submits a satisfactory proof of;
carrier.

11.6.3.
The carrier may refuse a refund for a ticket which has been presented to the carrier or to a representative of state authorities a
the passenger’s intention to depart from the given country, unless the passenger proves that he/she is permitted to stay in the
he/she shall depart from it using another carrier’s service or another means of transport.

11.6.4.
The carrier may refuse a refund for an unused ticket (coupons) if the ticket (coupons) has not been used for reasons set out in #
12.1. and the carrier decided to secure the value of the ticket (coupons) to settle claims for damages caused by the passenger to
passenger or the carrier.

11.7.
CURRENCY

All refunds shall be subject to laws and regulations of the country in which the ticket was originally sold and of the country in which
is made. In principle, refunds shall be made in the currency in which the ticket was paid for. In particularly justified cases, where
currency in which the ticket was paid for is impossible or encounters serious difficulties beyond the carrier’s control (e.g. because
the ticket is being made in a different country than the country in which the ticket was purchased), the carrier shall make the re
currency of the country where the refund is being made or other legally acceptable currency agreed upon between the carrier and
entitled to the said refund.

11.8.
ENTITIES ENTITLED TO REFUND

Refunds on the passenger’s demand shall be made only by the carrier that originally issued the ticket or by its agent authorised

ARTICLE 12
CONDUCT ON BOARD AIRCRAFT

12.1.
If, in the view of the carrier, a passenger’s conduct on board the aircraft endangers the aircraft or any person or property on bo
difficult for crew members to perform their duties, or a passenger fails to comply with any crew orders regarding smoking, drink
drug consumption restrictions or prohibitions valid on board the aircraft, or behaves in a manner to which other passengers m
object, the carrier must take such reasonable measures as it deems necessary to prevent continuation of such conduct, includ
constraint, removal of the passenger from the aircraft after landing and refusal of onward carriage or future carriages of the passen
to ensure the safety of the flight as well as safety and order on board the aircraft, the aircraft commander shall be entitled to infor
all persons on board the aircraft, and all persons on board the aircraft are obliged to comply with instructions of the comman
reserves the right to pursue claims against any passenger who caused damage to another passenger or the carrier.

12.2.
AIRCRAFT DIVERSION DUE TO PASSENGER’S IMPROPER BEHAVIOUR

The carrier reserves also the right to recover the costs of landing caused by a passenger’s improper conduct if, as a result of suc
aircraft lands in a place that is not the place of destination for the flight concerned.

12.3.
Due to safety reasons, the carrier may prohibit or restrict the use of various devices on board the aircraft, such as: portable radi
computers/laptops, mobile telephones, electronic games, transmitting devices, radio controlled toys and walkie-talkies. Hearing
pacemakers are permitted.

12.4.
The carrier’s requirements concerning safety and order on board the aircraft, as well as consequences of their infringement, of
passengers by the carrier when necessary. Due to safety reasons, the carrier encourages passengers to have their seatbelts fasten
remaining in their seats during the flight. Moreover, in case of long-haul flights, the carrier recommends doing exercises several
to instructions presented in the onboard publication.

ARTICLE 13
PROVISION OF ADDITIONAL SERVICES
13.1. If, in connection with entering into a carriage agreement, the carrier orders an additional service for a passenger from a third party within that scope. In such case, the contractual conditions of such service provider shall be applicable.

13.2. If the carrier agrees to provide ground carriage to passengers, such transport may be subject to separate conditions of carriage.

ARTICLE 14
ADMINISTRATIVE FORMALITIES

14.1.
GENERAL PROVISIONS

The passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements applicable in the country from which he/she departs, in which he/she arrives or over the territory of which he/she flies, as well as complying with instructions. The carrier, its employees, agents, representatives and proxies are not obliged to provide any aid or information to passengers in connection with the obtaining of necessary documents (including visas) or compliance with applicable regulations. They are not liable for consequences suffered by a passenger as a result of his/her possession of misleading information, failure to obtain such documents (including visas) or to comply with applicable laws and regulations.

14.2.
TRAVEL DOCUMENTS

A passenger shall present all exit, entry, health and other documents required by laws and requirements of the relevant state and permit the carrier to make and retain copies of these documents in connection with these laws and requirements. The carrier reserves the right to refuse carriage to any passenger who does not comply with applicable laws and regulations, whose documents do not appear to be in order, or who refuses to produce all such documents to it, or have their copies prepared and retained by the carrier.

14.3.
REFUSAL OF ENTRY

A passenger is obliged to pay the applicable fare and other travel-related charges whenever state authorities, as a result of refusing to admit him/her to the territory of the destination country or transit country, commission the carrier to return the passenger to the country of departure or elsewhere. The carrier may settle such payment with any amounts paid for unused carriage or other amounts owing passenger and being in possession of the carrier. The fare charge collected by the carrier for carriage to the place where the refusal of entry or deportation took place is not refundable by the carrier.

14.4.
PASSENGER’S LIABILITY FOR FINES, PENALTIES AND EXPENDITURES

If the carrier is required to pay or deposit any fine or penalty, or to reimburse any expense incurred due to the passenger’s failure with laws, regulations, requirements or orders of state authorities, or failure to produce the required documents, the passenger shall on demand for the amount equal to contributed deposit, paid penalty or incurred expenses. The carrier may credit towards such expenditure any amounts paid to the carrier for unused carriage or any amounts belonging to the passenger that are in the possession of the carrier.

14.5.
CUSTOMS INSPECTION

If required, a passenger shall attend the customs inspection of his/her checked and/or unchecked baggage. The carrier is not liable for any loss or damage suffered by the passenger during such customs inspection or due to the passenger’s failure to comply with this requirement.

14.6. SECURITY CHECK

A passenger is obliged to submit to any security checks carried out by authorised employees or agents of state or airport services.

ARTICLE 15
SUCCESSIVE CARRIERS

15.1
For the purposes concerning the application of the Convention, air carriage to be performed by two or more carriers under one a conjunction ticket is regarded as a single carriage.

15.2.
In the case of carriage which is subject to provisions of the Convention referred to in this Article, a passenger may take action against the first carrier which performed the carriage during which an accident or delay occurred, except where, under the express provision of the first carrier has assumed liability for the entire carriage. As regards baggage or cargo, a passenger may take action against the last carrier or the carrier which performed the carriage during which a destruction, loss, damage or delay took place. These carriers shall be jointly and severally liable to the passenger.

ARTICLE 16
LIABILITY FOR DAMAGE
GENERAL CONDITIONS OF CARRIAGE

16.1.

GENERAL PROVISIONS

16.1.1

These General Conditions of Carriage constitute the basis of the carrier’s liability. If the carriage is performed by another carrier, the liability may be governed by regulations of the carrier actually performing the carriage.

16.1.2.

Air carriage is subject to the principles of the Convention that limits the carrier’s liability. To the extent that the provisions of the Convention do not apply, this liability is specified by relevant provisions of national law.

16.1.3.

The carrier shall not be held liable in relation to the claimant or a person from whom he/she derives his/her rights as a whole or in part to the extent that the negligence or wrongful act or omission of such person caused or contributed to the damage. In such case, the burden of proof shall rest with the carrier. The carrier retains also rights of recourse towards third parties.

16.1.4.

The carrier is not liable for any damage caused by actions taken in compliance with any law, decree, recommendation or requirement of the national authorities or the passenger’s non-compliance with them.

16.1.5.

The carrier’s liability shall not exceed the proven value of damage and shall be subject to the restrictions resulting from respective legal provisions, in particular the Convention.

16.1.6.

The Carrier is liable only for damages occurring during its own flight or on these flight segments where the carrier’s airline designator code is inserted in the “carrier” box of the passenger ticket. The passenger shall have the right to refer the case to the contractual or actual carrier, which shall be examined in accordance with the valid agreement between carriers.

16.1.7.

Any exclusions or limitation of the carrier’s liability shall also apply to agents, employees and representatives of the carrier and whose aircraft is used by the carrier and such person’s agents, employees and representatives. The aggregate amount recoverable from the carrier and from such agents, employees, representatives and persons shall not exceed the amount to which the carrier’s liability is limited.

16.1.8.

When issuing a ticket or checking baggage for another carrier’s airlines, the Carrier acts only as an agent of such carrier.

16.1.9.

Unless so expressly provided, nothing contained herein shall cancel any exclusion or limitation of the carrier’s liability or remedi the carrier under the Convention or applicable laws in force.

16.2. CARRIER’S LIABILITY IN CASE OF DEATH OR BODILY INJURY

16.2.1.

The carrier is liable for any damage sustained in the event of death or bodily injury of a passenger only if the accident which caused the death or injury took place on board the aircraft or in the course of any of the embarking or disembarking activities.

16.2.2.

The carrier agrees with respect to damages caused by the death or bodily injury of any passenger carried by the carrier:

a) to waive the limit of the carrier’s liability under Article 22 par. 1 of the Warsaw Convention;

b) not to exclude or limit its liability for any damages that do not exceed SDR 113,100 (or its equivalent in any other currency) per passenger; the carrier retains, however, rights arising from par. 16.1.3 of this Article;

c) to the extent that the arising damages exceed SDR 113,100 per each passenger, the carrier is not liable for these damages if such damage was not due to the negligence or other wrongful act or omission of the carrier or person acting on its behalf; or

- such damage was solely due to the negligence or other wrongful act or omission of a third party;

d) to make an advance payment on account of compensation, as may be required to meet the most immediate economic needs proportionate to the hardship suffered, to a person or persons entitled to compensation not later than within 15 days from the the identity of the person entitled to compensation was established. In case of a passenger’s death, an advance payment shall be SDR 16,000 (or its equivalent in any other currency) per each passenger. Such advance payment shall not constitute the recog by the carrier and may be deducted from compensation. An advance payment is not returnable unless it is proven at a later date who received the advance payment was not entitled to compensation or in the case defined in par. 16.1.3 of this Article.

16.2.3

If a passenger whose age or mental or physical condition may involve a hazard or risk to himself or herself is carried, the carrier liable for any illness, injury or disability, including death, that may be attributable to such condition or its aggravation.

16.3.
CARRIER’S LIABILITY FOR DAMAGE CAUSED BY DELAY OF CARRIAGE OF PASSENGERS

In respect of carriages governed by the Convention, the carrier shall be liable for any damage caused by delay of a passenger’s carriage unless the carrier proves that it took all measures that could reasonably be expected to avoid the damage or that taking such measure was not possible. Depending on which Convention shall be applied to a given carriage, this liability may be limited either to SDR 4,694 or 250,000 Francs Poincare (or their equivalents in any other currency) per each passenger.

16.4.

CARRIER’S LIABILITY FOR DAMAGE TO BAGGAGE CAUSED DURING CARRIAGE

16.4.1.

The carrier is liable for any damage to unchecked baggage remaining in the custody of the passenger and to the passenger’s personal property only if such damage occurred through the carrier’s fault.

16.4.2.

The carrier’s liability in the event of destruction, loss, damage to or delay of baggage shall be limited to, depending on which Convention shall be applied to a given carriage, either SDR 1,131 per passenger or 250 Francs Poincare per kilogram of checked baggage and 5,000 Francs Poincare per passenger for unchecked baggage, except in the case of acts or omissions aimed at causing damage or committed with awareness of the likelihood of damage. If the weight of the baggage is not marked on the baggage tag, it is presumed that of the checked baggage does not exceed the applicable free baggage allowance specified by the carrier for the class of service.

16.4.3.

The limitations of liability mentioned in par. 16.4.2. above are upper limits of the carrier’s liability, which means that within these passenger must prove in particular the occurrence and the amount of damage suffered. If the passenger fails to prove reliably the damage suffered, the carrier is entitled to grant compensation on the basis of its professional experience.

16.4.4.

The limitations of liability mentioned in par. 16.4.2. are not applicable if a passenger has declared a higher value of checked baggage pursuant to Article 9, par. 9.4.4. of these General Conditions of Carriage. In such case, the carrier’s liability shall be limited to such higher declared sum unless the carrier proves that such sum is bigger than the actual damage suffered by the passenger.

16.4.5.

The carrier is not liable if and to the extent that the damage resulted from inherent properties, quality or defects of the baggage. Any passenger whose baggage causes damage to another person or damage to another person’s property or the carrier’s property shall reimburse the carrier for such damage and all losses and expenses incurred by the carrier as a consequence of such damage.

16.4.6.

The carrier is not liable for any damage to items that must not be carried in baggage and are set out in Article 9.

ARTICLE 17

TIME-LIMITS FOR COMPLAINTS AND CLAIM PURSUANCE

17.1.

FILING OF COMPLAINT

No claims may be raised in respect of any damage to baggage unless the person entitled to receive the baggage submits a complaint after the discovery of the damage, and not later than within 7 days from the date of receipt of the baggage or, in the case of delay in the delivery of the baggage, within 21 days from the date when the baggage was placed at the passenger’s disposal. Every complaint must be made in writing and sent to the carrier before the lapse of the aforementioned time-limits.

17.2.

TIME-LIMIT FOR FILING OF ACTION

The right to compensation expires if no legal action was taken within two years from the date of arrival in the port of destination from the day on which the aircraft should have arrived or the flight was interrupted. The method of calculation of the aforementioned period is specified by the law of the competent court.

ARTICLE 18

MODIFICATIONS AND WAIVERS

No agent, employee or representative of the carrier is entitled to alter, modify or cancel any provision of these General Conditions of Carriage.