

# **GENERAL CONDITIONS OF CARRIAGE**

**Malév Hungarian Airlines Ltd.  
General Conditions of Carriage for Passengers and  
Baggage**

June 2008

## **DEFINITIONS USED IN THE GENERAL CONDITIONS OF CARRIAGE**

**Boarding gate:** the place at the airport where airline personnel check the travel documents and the boarding pass, and give permission to the passenger to board the aircraft.

**Boarding pass:** a document issued against the corresponding flight coupon, permitting the holder to board the aircraft.

**Charter carriage:** a commercial air carriage other than scheduled or extra flights, performed on order, regularly or on a case-by-case basis.

**Conjunction ticket:** a ticket issued in conjunction with another ticket as the continuation of the ticket number, which together constitute a single contract of carriage.

**Miscellaneous Charges Order (MCO):** a document issued by Malév or another air carrier, against which the person named in such document may request provision of the services specified therein or cash refund against the conditions specified in the order. The Miscellaneous Charges Order is valid for one year from the date of issue, unless otherwise indicated in the "Remarks" section.

**Electronic ticket:** the itinerary and the electronic flight coupon which are stored together in the databases of Malév.

**Checked baggage:** the passenger's baggage carried in the baggage hold of the aircraft, for which Malév issues a baggage identification tag and a baggage claim tag).

**Person paying for the ticket:** a natural person or a legal entity paying the fare of the ticket issued to the passenger, as well as the handling fees, if any.

**States affected by the carriage:** the states where the place of departure, the place of destination and agreed stopping places (including place of any stopover) are located.

**Carrier:** any airline company whose airline designator code is indicated on the flight coupons, including those of the conjunction ticket.

**Long-haul flight:** flights whose distance - calculated with the great circle track method between the points of departure and destination - exceeds 5,000 km.

**Relatives:** spouse, common-law spouse, fiancée, direct descendants and forbears, adopted, foster and stepchildren, adoptive, foster and stepparents, brothers and sisters.

**IATA:** International Air Transport Association

**ICAO:** International Civil Aviation Organization

**Place of departure:** the place indicated as the starting point of the carriage on the ticket.

**Handling fee:** an amount charged by Malév in addition to the fare in cases determined in these General Conditions of Carriage and in accordance with the Tariffs.

Unchecked baggage/Carry-on baggage: baggage that is not deemed Checked Baggage in terms of its weight, size and content, and remains in the custody of the passenger for the duration of the whole journey. Unchecked Baggage includes the clothing of passengers and their personal belongings taken on board.

GD: Government Decree 25/1999 (II.12.) on the Rules of the Carriage of Passengers by Air

Agreed stopping place: a landing place indicated on the ticket, which is not considered as a place of departure or destination.

Code-share flight: a flight sold jointly under an agreement between Malév and other air carriers, on a route specified in such agreement, under the codes of the participating air carriers.

*Guadalajara Supplementary Convention  
MC Articles 39-48*

Airline designator code: two or three characters designating an airline as an air carrier. The airline designator code of Malév is MA or MAH.

Limited release tag: a document issued upon taking custody of a checked baggage which is damaged, or of inappropriate size or condition, fragile or otherwise damaged, recording the said deficiencies and declaring the limited liability of Malév.

Malév: Malév Hungarian Airlines Ltd. unless otherwise indicated herein, “Malév” shall also mean the subsidiaries of Malév as well as the employees and proxies of Malév and of its subsidiaries.

Malév website: [www.malev.com](http://www.malev.com)

Proxy: a natural person or legal entity participating in the performance of the carriage by air and other services of Malév on the grounds of its legal relationship established with Malév.

Timetable: information regularly published on the Malév website about the scheduled times of departure and arrival of scheduled flights of Malév.

Day: calendar days. In case of notification, the day of notification shall not be included in the deadline.

International Convention: international convention applicable to a particular contract of carriage by air:

- The Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air signed in Montreal on 28 May 1999 (hereinafter referred to as “Montreal Convention” or “MC”);
- The Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air signed in Warsaw on 12 October 1929;
- The Hague Protocol amending the Warsaw Convention, signed on 28 September 1955;
- The Montreal Protocols No. 1, 2 and 4 amending the Warsaw Convention, signed on 25 September 1975;
- The Guadalajara Convention supplementary to the Warsaw Convention.

(hereinafter referred to as the “Warsaw Convention as Amended by the Hague Protocol and the Montreal Protocol No. 4” or “WC”).

Open ticket: ticket in which, at the time of the issuance, the flight number and the date and time of the carriage are not specified.

Baggage: all personal properties not excluded from carriage, and accompanying the passenger on his journey as checked or unchecked baggage.

Baggage identification tag: a document issued solely for identification of and placed on the checked baggage.

Baggage claim tag: document issued solely for the identification of the checked baggage and handed to the passenger.

Regulations: Council Regulation (EC) No 2027/97 as amended by Regulation (EC) No 889/2002 of the European Parliament and of the Council, Regulation No (EC) 261/2004 of the European Parliament and of the Council, and Regulation No (EC) 1107/2006 of the European Parliament and of the Council, as amended or supplemented from time to time.

Place of destination: the place indicated on the ticket as the final destination of the carriage.

Extraordinary circumstances: events which could not have been avoided even if all reasonable measures had been taken, such as, but not limited to, natural disaster, political instability, unfavourable weather conditions, security risks, strikes, air traffic control problems, and unexpected flight safety shortcomings.

Flight coupon: the portion of the ticket bearing the note “good for passage” and designating the airports between which the passenger is entitled to be carried by air; the electronic flight coupon .

Ticket: a document evidencing the contract concluded between the passenger and the carrier, bearing the note “passenger ticket and baggage check”, and comprising the flight coupons, the passenger coupon, the conditions of carriage and the warnings. The Airline Designator Code of the carrier, as well as the IATA codes of the respective airports may be abbreviated on the Ticket. Unless otherwise specified herein, both the paper and the electronic tickets will be referred to as “Ticket”.

Short-haul flight: flights whose distance - calculated with the great circle track method between the points of departure and destination - does not exceed 5,000 km.

SDR: Special Drawing Right, the value of which is determined by the International Monetary Fund. The daily rate of exchange is available at the website of the International Monetary Fund ([www.imf.org](http://www.imf.org)) as well as in the business columns of major daily newspapers.

Crew: authorized personnel listed on the Flight Order – pilots, flight attendants, staff performing technical and security tasks, and the employees and proxies of Malév performing ground handling activities.

Contract: contract for carriage of passengers by air made between the passenger and the carrier, under which the carrier transports the passenger and his baggage from the place of departure to the place of destination. The contract is evidenced by the ticket and the baggage check.

**Tariffs:** applicable conditions related to various fares, the conditions and fees of the services provided by Malév, the rules related to the handling fees, and any other regulations of Malév.

**Excess baggage ticket:** document issued upon payment for excess baggage weight or extra pieces of luggage beyond the free checked baggage allowance.

**Passenger:** the person named on the ticket issued against payment of the applicable fare, and the person held in the database of Malév as such.

**Check-in counter:** a location at the airport where the employees or proxies of Malév check the ticket and the travel documents of the passenger, issue the boarding pass, take the checked baggage from the passenger, and issue the baggage identification tag and the baggage claim tag.

**Check-in deadline:** the latest time specified by Malév, by which the passenger has to complete the check-in procedure and obtain the boarding pass and, if checked baggage is carried, the baggage claim tag.

**Passenger coupon:** the portion of the ticket indicating the route appearing in the flight coupons and serving as a proof of the existence of the contract of carriage. The passenger coupon does not entitle to carriage. In the case of electronic tickets, this is the itinerary.

**Travel document:** the ticket and the documents required from the passenger by laws and regulations of the states affected by the carriage for crossing the border, performing the carriage and transiting or staying in the given state. Such documents include the passport (if an official document with photo is sufficient, ID card or any other official document containing a photo and showing the nationality of the passenger), visa, permits, certificates, letter of invitation, etc.

**Place of stopover:** agreed stopping place where the passenger interrupts his journey for a period exceeding 24 hours.

**Agent:** a person or entity selling the air carriage services of Malév.

**Itinerary:** document containing the information provided in the electronic ticket. Upon checking in the itinerary shall be shown by the passenger.

**Price of the ticket:** the price of the carriage from the place of departure to the place of destination. The price of the ticket includes the air fare, taxes, duties and other charges imposed by governments, authorities, airport operators and Malév. Unless expressly agreed otherwise, the price of the ticket does not include the costs of ground transportation between airports, airport terminals, between airports and city centres, the postal or other costs of ticket delivery and the prices of any other services. The price of the ticket may also include supplementary charges imposed by Malév in addition to the price of the carriage under extraordinary circumstances.

## **1. GENERAL CONDITIONS OF CARRIAGE**

### *GD Section 3*

#### **1.1. GENERAL PROVISIONS**

The provisions of the General Conditions of Carriage – within the scope as defined in this section – form the part of the contract concluded by and between the passenger and Malév.

#### **1.2. SCOPE**

1.2.1. The General Conditions of Carriage are applicable for all scheduled transportation by air provided that Malév is indicated as the carrier on the ticket.

1.2.2. If any other carrier is indicated on the ticket, the provisions of the General Conditions of Carriage shall only apply to the legs of journey in respect of which Malév is shown on the ticket as the carrier.

1.2.3. Unless otherwise provided herein, in case of any conflict between the provisions of these General Conditions of Carriage and the information provided on the ticket or any other rules applied by Malév, the provisions of the General Conditions of Carriage shall prevail.

#### **1.3. SCOPE IN CASE OF CODE-SHARE FLIGHTS**

In case of flights operated jointly with other carriers (so-called “code-share flights”), the General Conditions of Carriage of the carrier operating the flight may be applied with respect to the carriage and liability for damages, in accordance with the effective code-share agreement. When making the reservation or purchasing the ticket, the passenger will be informed by Malév or its agent about the identity of the carrier(s) operating the flight(s). Malév disclaims any liability for the failure by any agent to provide such information.

#### **1.4. CONFLICT OF LAWS**

Any provision of the General Conditions of Carriage inconsistent with the governing law shall be null and void. The nullity of any provision of the General Conditions of Carriage shall not affect the validity of the other provisions. Instead of the void provisions of the General Conditions of Carriage, the relevant provisions of the governing law shall apply.

## **2. TIMETABLE**

### *GD Section 4*

The times of departure and arrival published in the Timetable and shown on the ticket are for information purposes only. Malév reserves the right to change such times.

## **3. TARIFFS**

3.1. Malév reserves the right to amend certain rules set forth in the Tariffs.

3.2. Upon request, Malév will provide information to the passenger on the rules set forth in the Tariffs.

3.3. The employees, proxies and agents of Malév shall comply with the rules set out in the Tariffs.

#### **4. CONTRACT FOR CARRIAGE OF PASSENGERS BY AIR**

*MC Art. 1, 55*

*WC Art. 1*

*GD Sections 1, 2, 5*

4.1. The contract is concluded upon payment of the price of the ticket offered by Malév at the time of reservation or, if the price is changed during the period between the offer and the time of payment, the price of the ticket determined in accordance with the Tariffs effective as of the date of payment, and the issuance of the ticket. Unless proved to the contrary, the ticket confirms the conclusion and the content of the contract entered into between Malév and the passenger.

4.2. The legs of journey indicated in a single ticket or several conjunction ticket(s) form part of a single contract. Separate tickets are deemed to constitute separate contracts.

4.4. With respect to the Contract for Carriage of Passengers by Air, the following shall apply:

- the provisions of the applicable International Convention;
- the Regulations;
- the provisions of the governing law;
- the Conditions of Contract shown on the ticket or the itinerary, which may be communicated verbally by Malév in case of reservation by telephone;
- the provisions of these General Conditions of Carriage;
- the rules set forth in the Tariffs;
- certain rules set forth by the authorities and/or airports.

4.5. Malév may also declare its intention to undertake the obligation for carriage by issuing a Miscellaneous Charges Order (MCO) that includes the main elements of the contract. The Miscellaneous Charges Order is not a contract. The person named in the Miscellaneous Charges Order shall be entitled to the services specified therein.

#### **5. TICKET**

*GD Sections 6-7*

*MC Art. 3*

*WC Art. 3-4*

##### **5.1. USE OF THE TICKET**

5.1.1. Only a valid ticket which contains the flight coupon for the given flight as well as the unused flight coupons, and the passenger coupon shall entitle the passenger for carriage. A significantly damaged and unidentifiable paper ticket shall be void, and shall not entitle the passenger for carriage.

5.1.2. Given that the price of the ticket is calculated on the basis of the entire route indicated on the ticket, the flight coupons may only be used in the order in which they are issued, and the passenger shall commence the journey at the place of departure indicated on the ticket. The first flight coupon shall be used in all cases, otherwise the ticket loses its validity. The rest of the flight coupons may not be used, provided the passenger notifies Malév about it not later than the closing time of the check-in for the flight concerned. Should the passenger fail

to notify Malév or notifies it later, the flight ticket loses its validity, the rest of the flight coupons cannot be used.

5.1.3. The passenger is entitled for carriage on the flights, class and at the times indicated on the valid flight coupons. If the ticket was issued without a confirmed seat reservation, the passenger shall only be carried if there are available seats on the given flight and in the given class, and if such carriage is possible under the tariffs related to the applied air fare.

5.1.4. Only the person named on the ticket is authorized for carriage. Upon request, the passenger shall prove his identity by showing an official identification document containing a photo. If the holder of the ticket is not the person authorized for carriage, and Malév provides carriage to such person, Malév disclaims any and all liability in respect of the person entitled to carriage.

## 5.2. REPLACEMENT OF THE TICKET

In case of loss or mutilation of the ticket or any portion thereof, the respective portion of the ticket may be replaced by Malév or its agent who issued the particular ticket (hereinafter: "issuer of the ticket") without the repeated, partial or full payment of the price of the ticket, against a handling fee, if a request is submitted by the passenger within the period of validity of the original ticket, provided that:

- a) at the particular time, it is proven beyond doubt that the passenger has paid the price of the ticket for the flight(s) in question, and a valid ticket has been issued to the passenger; and
- b) the passenger has a confirmed reservation for the given flight, and
- c) the passenger signs an agreement in which he undertakes to indemnify Malév and the issuer of the ticket in case of any abuse.

If any of the above conditions is not met or any other doubt arises, the issuer of the ticket may require the passenger to pay the full price of a new ticket. The price of the original ticket may be refunded by the issuer if the issuer ascertains – after the expiry of the period of the validity of the original ticket – that the original ticket has not been used. Refund will be made by Malév as set forth in paragraph 19.4.

## 5.3. VALIDITY OF THE TICKET

5.3.1. The period of validity of the ticket is defined by the applicable tariffs.

5.3.2. The period of validity of tickets issued due to (a) change(s) in the routing shall be determined on the basis of the period of validity of the original ticket.

5.3.3. The journey covered by the last flight coupon shall be commenced no later than 24:00 local time at the point of departure on the day of expiry of the validity of the ticket.

5.3.4. If the passenger is unable to take a flight within the period of validity of the ticket because:

- a) Malév was unable to provide a confirmed reservation; or
- b) Malév cancelled the flight for which the passenger had a reservation; or
- c) Malév fails to land at a landing place that is the place of destination or a place of stopover for the passenger concerned; or
- d) the flight concerned is delayed; or
- e) Malév performs the carriage in such a manner that the passenger misses the connection, provided that the legs of the journey are issued on one ticket or a conjunction ticket; or

f) Malév is only able to provide a seat for the passenger at a service class lower than the one the passenger has paid for, and the passenger does not accept such seating, Malév shall extend the validity of the ticket until the following flight operated on the route in question and on which seats are available in the service class the air fare was paid for.

5.4.4. If the passenger holds an open ticket and, within the period of validity, there is no available seat on any of the flights operated on the route indicated on the ticket, Malév shall extend the validity of the ticket until the following flight operated on the route in question, and on which seats are available in the service class the air fare was paid for. However, the period of extension shall not exceed seven days.

## **6. PRICE OF THE TICKET**

6.1. The price of the ticket shall be calculated according to the tariffs effective on the day of payment. With the exception of open tickets, the price of the ticket shall not be affected by the change of the applicable price for the carriage concerned between the date of payment and the date of commencement of carriage.

6.2. In the case of open tickets, if the tariff effective on the date of commencement of the carriage is higher than the tariff effective on the date of issue of the ticket, the passenger shall not commence his journey without paying the difference.

6.3. Changes made by the passenger with respect to the route or the reservation after the issuance of the ticket may affect the price of the ticket to be paid and handling fees may be collected. The passenger shall pay the difference in the price of the ticket, and the applicable handling fees when such changes are made.

### **6.4. PAYMENT OF THE PRICE OF THE TICKET**

6.4.1. The person paying for the ticket shall pay the price of the ticket on the day of issue of the ticket, at the latest. The price of the ticket shall be paid in cash or in any other form of payment accepted by Malév or its agent.

6.4.2. If the price of the ticket was not charged in accordance with the rules set forth in the Tariffs or was otherwise miscalculated, the passenger shall pay the difference or may claim the refund of the difference.

## **7. RESERVATION**

### **7.1. CONDITIONS OF RESERVATION**

7.1.1. The reservation is valid if the following requirements are met:

- a) the passenger has paid the price of the ticket and the handling fees in due time as determined by Malév, and
- b) a standard ticket was issued for or an itinerary was sent to the passenger in accordance with the Tariffs and within the deadline set by Malév.

In case the requirements set forth in subparagraph (a) are not met, Malév may cancel the reservation without prior notification.

7.1.2. The rules concerning the change and cancellation of the reservation by the passenger, and the applicable charges thereof are contained in the Tariffs pertaining to the specific air fares.

7.1.3. In the case of group reservation, Malév may require the payment of a certain portion of the price of the ticket as a deposit. If the group fails to purchase the ticket in accordance with the reservation, Malév is entitled to withhold the deposit.

7.1.4. In the case of certain tariffs, tickets may be issued without specifying the date of travel and the flight number. In such cases Malév issues the ticket without displaying such data and with an open date.

7.1.5. In some cases the possibility of reservation is uncertain at the time of issuance of the ticket. On such occasions the appropriate box of the ticket shall include the remark "RQ" ("on request") or "SA" ("seat available") provided that this is allowed by the conditions of the applied air fare. Passengers holding an RQ ticket may only be carried if there are available seats in the given booking class after the boarding of passengers holding reservation for the specific flight, passengers who have paid a published air fare for their RQ status and have already been accepted for carriage, and passengers with free tickets entitling them to seat reservation. Passengers with SA tickets may only be carried if there are available seats in the given service class after the boarding of passengers who have reservation for the flight concerned.

7.1.6. Passengers shall cancel the reservation they do not intend to use. If a passenger fails to use the reservation indicated on the ticket without the prior notification of Malév on any leg of journey, the ticket becomes void and Malév cancels the further reservations of the passenger without notification. Malév shall not be liable for damages caused by such cancellations.

## 7.2. SEAT RESERVATION

7.2.1. With the exception of charter flights, a particular seat may be reserved within 180 days, but not later than 24 hours prior to departure. Seats can be reserved on all service classes on long-haul flights, and for business class on short-haul flights.

7.2.2. Malév reserves the right to change the preliminary seat reservation and to change the seating arrangement after boarding.

## 8. PASSENGERS REQUIRING SPECIAL CARE

*Regulation No. 1107/2006 (EC) of the European Parliament and of the Council*

8.1. The passenger or the person paying for the ticket shall, not later than 48 hours prior to the scheduled time of departure of the flight, inform Malév if the passenger:

- a) has reduced mobility or is disabled;
- b) is physically or mentally handicapped;
- c) is sick;
- d) requires carriage on stretcher;
- e) requires or uses oxygen bottles for breathing;
- f) requests special food;
- g) travels with a portable kidney dialysis equipment;
- h) needs more than one seat reserved due to the size of his/her body;
- i) reaches the 28<sup>th</sup> week of pregnancy in any phase of her travel;
- j) needs special care during the carriage by air for any other reason.

8.2. Passengers suffering from an infectious disease and women who have reached the 36<sup>th</sup> week of pregnancy may not travel on flights operated by Malév.

8.3. On certain types of aircraft, the carriage of passengers on stretcher is not possible. On request, Malév provides information on the conditions of transportation on stretcher.

8.4. The number of passengers requiring special care carried on the same flight is limited. Limitations are set forth in the flight safety rules about which Malév provides information on request.

8.5. Since Malév is not in the position to check the health of its passengers, sick passengers and passengers requiring special care shall seek medical advice as to the risks of travelling by air. Malév shall not be liable for any accident, health impairment, injury or death occurring during the carriage by air as a result of the passenger's failure to seek medical advice or to follow such advice.

8.6. Malév reserves the right to require medical certificates from passengers as specified in paragraph 8.1 and, if necessary, require that an escort be provided by qualified medical or nursing staff. Such medical certificate shall clearly specify that the passenger's travelling by air on the specific day(s) of the journey(s) is free from any risk, or on what conditions it is free from any risk, as well as whether the passenger may travel without an escort. For safety reasons, Malév will not undertake to carry passengers unable to take care of themselves, without an escort.

8.7. A dedicated flight attendant may be requested for passengers requiring special care. The conditions and costs of such service are set forth in the Tariffs.

8.8. Malév may refuse to confirm reservation or to embark a passenger if

- a) the passenger or the person paying for the ticket fails to meet any of the requirements set forth in paragraph 8.6; or
- b) the presented medical certificate is incomplete; or
- c) the conditions specified in the medical certificate cannot be ensured on the aircraft type operated on the route concerned; or
- d) it is not possible to transfer the passenger to another flight.

## **9. INFANTS AND CHILDREN**

9.1. Malév does not accept new-born babies younger than 48 hours for carriage. Children older than 48 hours but younger than 24 months (hereinafter: "infant") may only travel together with their parents, other relatives or their guardian.

9.2. Only one infant may travel in the lap of the person travelling with him/her, without the need to reserve a separate seat. For further infants children tickets shall be purchased. If the infant is carried in a separate seat, the passenger shall provide a CE or FAA certified baby seat. Babies are granted a free baggage allowance of 10 kg each. Further details of the conditions of their carriage are set forth in the Tariffs.

9.3. Children older than 2 years but younger than 5 years may travel together with any of the persons specified in paragraph 9.5 and over 16 years of age, or by a dedicated flight attendant. A dedicated flight attendant is a special service provided by Malév against payment of a special fee.

9.4. For children between the age of 5 and 12 years a dedicated flight attendant, or the so-called unaccompanied minor service provided by Malév may be requested. The conditions and costs of such services are set forth in the Tariffs.

9.5. In case of the planned journey of children under the age of 12 years or infants, in their own interests, reliable proof shall be provided at the time of reservation and/or check-in (e.g. statement made before a notary public, birth certificate, ID card, student card) to the effect that the escort is the parent, relative, legal guardian or caregiver of the child, or the child travels with the permit given by one of the above. Should no such proof be provided, Malév has the right to refuse to issue the ticket and/or to provide the carriage.

9.6. Children over the age of 12 years may travel without an escort. For children between the ages of 12 and 16 years, a dedicated flight attendant, or unaccompanied minor service may be requested. The conditions and costs of such services are set forth in the Tariffs.

9.7. The dedicated flight attendant and the unaccompanied minor service shall be requested no later than 24 hours before the scheduled time of departure in the case of short-haul flights and no later than 48 hours before the scheduled time of departure of long-haul flights. The price of such services, ordered and paid for within 72 hours before the scheduled time of departure, is not refundable. The price of the service ordered and paid for earlier than 72 hours before the scheduled time of departure is refundable if it is cancelled not later than 72 hours before the scheduled time of departure of the flight.

9.8. The maximum number of infants, and children escorted by a dedicated flight attendant per flight are governed by safety rules, information on which will be provided by Malév on request.

## **10. DATA PROTECTION**

### GD Section 8

10.1. Passengers acknowledge that upon ordering services from Malév, they shall disclose certain personal data for the purposes of reservation, ticket purchase, ordering and provision of other services, and acceleration of the immigration and emigration procedures. Malév may disclose passenger data to the relevant authorities upon their official, written request. Beyond that, information relating to the passenger's reservation details may only be disclosed to the passenger reliably identifying him/herself as such and/or to the person paying for the ticket.

10.2. Malév requires the provision of passenger data necessary for the purpose of the performance of the services only (e.g. name, address, phone number, credit or bank card number etc.) and processes them in accordance with the effective data protection laws. For the purposes of the provision of services, Malév may disclose such data to its subsidiaries, proxies, airline partners and agents.

10.3. If a passenger requires special care and, thus, discloses information on his/her physical condition, such data may be used and/or disclosed by Malév for the purposes of and to the extent necessary for the performance of the required service.

10.4. By ordering services provided by a third party (e.g. car rental, hotel booking), the passenger agrees that Malév has the right to disclose the data necessary for the provision of that service, to the domestic or foreign third party providing the service.

10.5. Malév disclaims any liability for damages arising from false or incomplete data provided by the passenger.

10.6. In processing data Malév may use data processing managers.

10.7. Photographs may be taken of and/or fingerprints may be taken from passengers at check-in or upon arrival at certain airports.

## **11. CHECK-IN AND BOARDING**

11.1. In order to complete the necessary official, ticket and baggage handling, and security procedures, passengers shall present themselves at the check-in counter no later than 2 hours before the scheduled time of departure or at any other time published on the Malév website. Check-in deadlines and boarding times may vary at different airports. Malév recommends its passengers to inquire about such times before commencing their journeys.

11.2. For certain flights there is a possibility to check in via the internet. This service is not available for passengers with special needs. Passengers can obtain information about this service via the internet.

11.3. Passengers shall obtain their boarding pass and – if they are travelling with checked baggage – the baggage claim tag by the time indicated by Malév or, if no such time is indicated, no later than 45 minutes before the scheduled time of departure.

11.4 The passenger shall print the boarding pass or confirmation document that can be printed from the internet, and take it to the airport with him/her. If the passenger has booked his/her seat via the internet, but could not print the boarding pass for some reason, or has to check in his/her baggage, he/she is also bound by the rules of appearing at the airport at a specified time. Passengers completing the check-in procedure via the internet are also advised to leave sufficient time for procedures required by the authorities, for ticket and baggage handling, and for security procedures necessary before the departure of the flight.

11.5 Upon check-in passengers shall submit their ticket or receipt for acknowledgment, present their travel documents, and prove their nationality and identity with a photo ID.

11.6 Malév is authorized to request – prior to the commencement of the trip on any leg of the journey – the passenger to present the bank card used for payment at check-in, or the owner of the bank card to appear at the check-in together with the passenger and present the bank card used for payment.

11.7. After completing the official procedures required for boarding (e.g. passport, security and customs control), passengers shall be present at the boarding gate no later than at the time indicated on the boarding pass, prove their identity with a photo ID, and present their boarding pass.

## **12. CONTROLS, TRAVEL DOCUMENTS**

### **12.1. CUSTOMS CLEARANCE AND SECURITY CONTROL**

12.1.1. Passengers shall submit themselves to the security and customs control procedures carried out by the airport authorities and other governmental authorities, the border police and the law enforcement authorities of the states affected by the carriage and/or the security checks carried out by the operator of the airport and the carriers (including the airlines actually performing the carriage). Malév disclaims any liability for damages arising from such controls.

12.1.2. If the laws of the states affected by the carriage so require, passengers shall be present at the baggage inspection carried out by the customs authorities or other official persons. Malév disclaims any liability for damages suffered by passengers during such inspections.

## 12.2. TRAVEL DOCUMENTS

12.2.1. Before commencing their journey, passengers shall obtain all the documents required for their journey (entry and departure documents, health certificates and any other documents required by any of the states affected by the carriage), the ticket or the itinerary, and shall comply with the applicable rules and regulations of the states affected by the carriage. Malév disclaims any liability for the availability, correctness and validity of the passenger's travel documents.

12.2.2. If a passenger is allowed to enter or transit the country of the agreed stopping place only with a valid visa, he shall hold such visa.

12.2.3. If no transit visa but an entry visa is required in the country where the passenger intends to transit only, the passenger shall provide proof of the fact and the duration of the transit.

12.2.4. The costs of any payment obligation (fines, etc.) incurred by Malév as a result of the passenger's failure to comply with the rules of entry or the rules and regulations of the states affected by the carriage shall be reimbursed by the passenger. Passengers shall also bear the costs of transportation from the country refusing entry. The costs of carriage as far as the country refusing entry will not be reimbursed by Malév.

12.2.5. For covering the costs defined in paragraph 12.2.4, Malév will retain the unused portion of the passenger's ticket. The price of the unused portion of the ticket will be deducted from the debt of the passenger incurred under paragraph 12.2.4.

12.2.6. Except for cases of wilful misconduct and gross negligence, Malév shall not be liable for refusing carriage when it has reasonable grounds to presume that such carriage would be in violation of applicable rules and regulations.

12.2.7. Information provided upon the passenger's request about the applicable rules and regulations of the states affected by carriage are for information purposes only, and Malév shall not be liable for the correctness of such information.

12.2.8. Malév may make copies of the travel documents in justified cases. Copies of travel documents will be handled by Malév in accordance with the effective data protection laws, and they will only be handed over to the competent authorities.

12.2.9. If, in the reasonable judgment of Malév, the travel documents of the passengers are irregular, Malév will notify the competent authorities thereof.

12.2.10. Upon request by Malév, passengers shall hand over their travel documents to the crew of the aircraft for custody, for the duration of the flight.

## 13. REFUSAL AND LIMITATION OF CARRIAGE

*GD Section 25*

13.1. Malév reserves the right to refuse the carriage of passengers and/or their baggage on any flight if

- a) the conditions of refusal of the reservation exist;
- b) the passenger or the person paying for the ticket fails to pay the price of the ticket, the excess baggage charge, the fee for special services or the handling fees;
- c) the passenger has an outstanding debt to Malév in respect of a previous carriage, including the fines paid by Malév under the provisions set forth in paragraphs 12.2.4. and 14.6.4.9;
- d) the passenger or the person paying for the ticket failed to inform Malév of the condition of the passenger requiring special care at such time when Malév would have been able to make the necessary arrangements for the carriage, but latest 48 hours before the scheduled time of departure; or the passenger needs such special care which Malév would be unable to provide or would be able to provide only at unreasonable costs;
- e) the passenger fails to provide the medical certificate requested by Malév; or the medical certificate provided is incomplete or contains no clear indication concerning the permission for and the conditions of carriage by air on a specific day of travel; the passenger is not attended by the required medical or nursing staff; or the conditions specified in the medical certificate cannot be ensured on the aircraft type operated along the given route; or the transfer of the passenger to another flight is not possible;
- f) the passenger or the person paying for the ticket failed to report at the time of the reservation the carriage of special baggage or live animal; or fails to pay the handling fees for the carriage of such baggage or live animal; or if Malév did not give its prior consent to the carriage of such baggage or live animal; or if the passenger fails to meet the requirements concerning the carriage of live animals;
- g) the passenger intends to carry baggage not suitably packed, or baggage of dimensions exceeding the allowed limits, or damaged baggage, or item(s) excluded from carriage, or material(s) or item(s) which, due to its packaging, size, weight, shape or content, or for security and safety reasons, or in view of the comfort of the passengers, is unsuitable for carriage;
- h) Malév reasonably believes that the carriage of the passenger or his baggage may endanger the life, health, bodily integrity or comfort of those on board;
- i) the passenger fails to provide a CEE or FA certified baby seat for the duration of the flight for an infant travelling with a child ticket; or if the passenger is unable to prove that he is the parent, other relative, legal guardian or caregiver of the child under the age of 12 years travelling with him, or that the child travels with him with the permission given by one of the above;
- j) the passenger fails to obtain the boarding pass and, if he has checked baggage, the baggage claim tag by the time specified on the Malév website or by the time indicated upon purchase of the ticket, and/or cannot present his boarding pass upon boarding;
- k) the passenger is unable to prove his identity or he is unable to prove that he is the person named on the ticket; if the passenger refuses to present his travel documents or does not have the valid travel documents required by the states affected by the carriage, or does not have a ticket; if he is unable to present the itinerary at the check-in desk; if s/he presents a mutilated ticket, or if he destroys any of his travel documents after presenting them;
- l) the passenger attempts to enter a country which he is allowed only to transit, or he does not hold the travel documents required by the country concerned; or if the passenger only intends to transit a country where a visa is required for entry, but he

- is unable to prove the fact of the transit; or if the travel documents of the passenger are irregular or incomplete;
- m) Malév reasonably believes that the passenger presents a ticket that he acquired unlawfully or is fraudulent or was reported missing or stolen;
  - n) if the passenger refuses, on the request of the crew, to hand over his travel documents to the crew or the competent authorities and/or refuses to provide his consent to copies being made of his travel documents;
  - o) the passenger refuses to give his consent to the disclosure of the data required by certain authorities;
  - p) Malév reasonably believes that the refusal of carriage is necessary for security reasons and maintaining order;
  - q) at the airport or on board of the aircraft, the passenger behaves in a manner that, in the reasonable judgment of Malév, endangers flight safety or the life, health, bodily integrity or comfort of other passengers; if the passenger insults, physically or verbally, or threatens the members of the personnel, or endangers their bodily integrity;
  - r) Malév reasonably believes that the carriage of the passenger, due to his age, or mental or physical condition, endangers the passenger and/or the persons or valuables on board;
  - s) the passenger frightens, disgusts or shocks those on board, with his physical state, dress or behaviour;
  - t) the passenger violated the code of conduct on a previous flight, and Malév reasonably believes that the passenger will repeat such behaviour;
  - u) Malév previously informed the passenger that it would not undertake his carriage in the future;
  - v) Malév believes that the refusal of carriage is required for compliance with the rules and regulations of any of the states affected by the carriage;
  - w) the passenger refuses to submit him/herself or his baggage to the customs control, or the controls carried out by the border police and the law enforcement authorities, airport authorities, airport operators, carriers (including the airlines actually performing the carriage) or to the security control; and/or if the passenger fails, for any reason, to present him/herself at the boarding gate at the time indicated on the boarding pass;
  - x) the passenger failed to use the first flight coupon of the ticket;
  - y) with the exception of the provisions of paragraph 5.3.4, the passenger wishes to commence the journey after the period of validity indicated on the ticket;
  - z) Malév reasonably believes that the passenger committed bank card fraud upon payment of the ticket, or if, despite the prior warning by Malév, the passenger refuses to present the bank card used for payment at the check-in counter, and/or the holder of such bank card fails to present him/herself at the airport together with the passenger or refuses to present the bank card used for payment.

13.2. Should any of the behaviours under paragraph 13.1 constitute a reasonable suspicion of misdemeanour or crime, Malév shall initiate legal procedure with the competent authorities.

13.3. Malév disclaims any liability for damages arising from refusing the carriage as set forth in paragraph 13.1.

13.4. Should Malév refuse the carriage of passengers on the basis of paragraphs 13.1.c), q), w), x), y) or z), the passenger shall not be entitled for the refund of the price of the ticket or of the proportionate parts of the ticket not yet used.

13.5. If the Tariffs applicable in relation to the air fare allow for refund and if the carriage was refused under paragraphs 13.1. a), b), d), e), f), g), h), i), j), l), n), o), s), t) and u), refund may be granted upon request and in accordance with the provisions of paragraph 19.3. If the Tariffs do not allow for a refund, Malév disclaims any liability for damages arising therefrom.

13.6. In case of refusal of carriage on the grounds of paragraphs 13.1. k), m), p), r) and v), refund may only be paid if a subsequent investigation finds that the refusal of the carriage was unjustified.

13.8. In case of refusal of carriage due to presentation of a mutilated ticket, refund may be granted provided that the information contained in the damaged ticket was available for Malév at the time of carriage.

## **14. BAGGAGE**

### *GD Sections 11-21*

#### **14.1. GENERAL RULES**

Governmental, airport and security rules and/or other laws and regulations may deviate from the provisions set forth in this Chapter. In such cases, those rules shall prevail.

#### **14.2. CHECKED BAGGAGE**

14.2.1. The provisions concerning the allowed size, number of pieces and weight of checked baggage are contained in the Tariffs. These provisions are available on the Malév website. Excess baggage charges shall be paid, in accordance with the Tariffs, for pieces, size and weight exceeding the free baggage allowance.

14.2.2. For health and security reasons, the weight of baggage shall not exceed 32 kilograms per piece unless it was reported at the time of reservation, and Malév has given its prior consent to the carriage of such baggage.

14.2.3. The passenger shall indicate his name, address and contact details on the checked baggage.

14.2.4. The detailed rules on checked baggage are set out in the security regulations and the Tariffs.

#### **14.3. UNCHECKED (CARRY-ON) BAGGAGE**

14.3.1. The provisions related to the limitation of size, weight and number of pieces of unchecked baggage are set out in the Tariffs. Baggage exceeding such limits shall be carried as checked baggage.

14.3.2. Unchecked baggage may be carried on board only if it can be placed under the seat in front of the passenger or in the overhead compartments. If the baggage cannot be placed in the passenger cabin, it will be carried in the baggage hold and delivered to the passenger upon arrival. Such baggage – meant to be unchecked baggage, but which was checked in for security or other reasons – is classified as checked baggage during the carriage, and the rules for checked baggage apply with regard to liability and the content of such baggage.

14.3.3. If the pram or the wheelchair cannot be stored on board, Malév will carry it in the baggage hold of the aircraft and will deliver it to the passenger after arrival, either upon disembarkation or in the transit area.

14.3.4. Carry-on baggage and other items taken on board shall be stored in such a manner that the aisles and emergency exits are left clear.

#### 14.4. ACCEPTANCE OF BAGGAGE

Malév affixes a baggage identification tag onto the checked baggage and provides the passenger with the baggage claim tag.

#### 14.5. CARRIAGE OF BAGGAGE

Malév reserves the right to carry the checked baggage of passengers on a flight other than the flight carrying the passenger, for security or operational reasons.

#### 14.6. CONTENTS OF BAGGAGE

##### 14.6.1. ITEMS EXCLUDED FROM CARRIAGE

14.6.1.1. The following items shall not be carried in checked and carry-on baggage:

- a) with the exception of weapons of hunting and sports purposes, any item deemed to be a weapon or explosive under the law of any of the carriers (including the airlines actually performing the carriage) (except for sport ammunition type 1.4S: UN 0014, UN 0012 which may be carried as checked baggage);
- b) except for weapons of hunting and sports purposes, any item or substance that looks like a weapon or explosive;
- c) inflammable substance (exception: alcoholic beverages, hair spray, perfume, eau de cologne, which may be carried in checked baggage in quantities set forth by IATA);
- d) radioactive substances/materials;
- e) condensed gas (exception: CO<sub>2</sub> used for moving artificial limbs, containers for inflammable gas used for self-inflating lifejackets and avalanche rescue backpacks, and oxygen and air bottles for medical purposes, in the quantities set forth by IATA);
- f) poison, poisonous or infectious substances;
- g) corrosives and oxidizers (exception: thermometers containing mercury may be carried as carry-on or checked baggage, gel-containing leakage-free acidic batteries for wheelchairs may be carried as checked baggage, in the quantities set forth by IATA);
- h) briefcases and security type attaché cases with built-in alarm devices containing lithium batteries or pyrotechnic material;
- i) items or materials that endanger the life, health, bodily safety or valuables of those on board;
- j) items or materials that cause discomfort or inconvenience to those on board;
- k) camping cooker operated with liquid fuel or from a gas container;
- l) any item or material forbidden under the rules and regulations of the states affected by the carriage;
- m) any item not suitable for carriage because of its weight, size or any other features;
- n) items listed in the "Technical Instructions For The Safe Transport of Dangerous Goods by Air" of ICAO and in the "Dangerous Goods Regulations" of IATA.

14.6.1.2. The checked baggage shall not contain:

- a) cash, securities, bank and credit cards;
- b) watches, jewellery, high-value garments and accessories, precious metals, precious and semi-precious stones;
- c) computer, video camera, camera, cellular phone, and any other valuable electronic devices, musical instruments or technical appliances and their accessories;
- d) official and other documents, product samples;
- e) travel- or other identity documents;
- f) keys;
- g) medicine, medical devices, dioptric spectacles;
- h) pieces of art and fine arts;
- i) any other valuable items;
- j) fragile items and perishable materials.

14.6.1.3. Malév recommends that liquids not be carried in baggage.

14.6.1.4. The carry-on baggage may not contain lighters, fuel for lighters, matches, piercing and/or cutting tools and any other sharp objects which, in the opinion of Malév and/or the airport security service, may be used as weapons.

#### 14.6.2. ITEMS OF CONDITIONAL CARRIAGE

14.6.2.1. The following items may be carried on condition only that the carriage of these items is reported to Malév upon reservation and Malév gives its consent:

- a) special items not qualified as baggage (sports equipment, bicycles, horns, trophies, urns etc.)
- b) sporting and hunting firearms, handgun for self-defence and official duty and the relating ammunition type 1.4S (UN 0014, UN 0012) in the amount set forth by IATA;
- c) antique weapons, swords, knives and similar items;
- d) baggage that exceeds the size determined by Malév, including large musical instruments;
- e) baggage in excess of 50 kg;
- f) live animals;
- g) motor-driven wheelchair;
- h) bottles containing gaseous oxygen and/or air for medical purposes;
- i) dry ice for cooling purposes, of the maximum amount set forth by IATA;
- j) bottles containing liquid nitrogen for cooling purposes.

14.6.2.2. Special items may be carried against payment of the excess baggage charge or in accordance with the rules applicable to the carriage of cargo.

14.6.2.3. Horns and trophies shall be carried in compliance with the animal health regulations, urns shall be carried in compliance with the customs regulations, in or as checked baggage.

14.6.2.4. The detailed rules concerning the carriage of special items are set out in the Tariffs.

14.6.2.5. Items of conditional carriage, which cannot be carried as carry-on baggage and neither can be placed in the baggage hold due to their size or nature (e.g. musical instruments), may only be carried in the passenger cabin if the passenger or the person paying

for the ticket and Malév enter into a separate agreement containing the conditions of carriage of such items. The price and conditions of carriage of these items are set out in the Tariffs.

14.6.2.6. Electronic wheelchairs driven by acidic batteries without a safety cap to prevent leakage shall only be carried as air cargo.

#### 14.6.3. WEAPONS AND AMMUNITION

14.6.3.1. All firearms and ammunition – with the exception of sporting and hunting firearms, handguns for self-defence and for official duty and their type 1.4S ammunition – shall be carried as air cargo.

14.6.3.2. Sporting and hunting firearms and ammunition may only be accepted as checked baggage, in an unloaded condition, without the magazine, and suitably packed, separated from the similarly packed, non-loaded magazine and cartridges. Carriage of ammunition is subject to the “Technical Instructions For The Safe Transport of Dangerous Goods by Air” of ICAO and the “Dangerous Goods Regulations” of IATA.

14.6.3.3. Civil servants carrying arms for the purpose of their official duty shall hand over their arms to the crew prior to the commencement of the journey. Malév takes proper care of the surrendered arms for the duration of the flight, and then returns them as if they were checked baggage.

#### 14.6.4. ANIMALS

14.6.4.1. Animals may only be carried in accordance with the IATA regulations and upon Malév’s prior consent. Requests concerning the carriage of animals shall be made at the time of reservation. Only dogs and cats may be carried on board, provided that the flight time does not exceed 4 hours. Animals may not be carried on certain types of aircraft. The number of animals carried on the same aircraft is restricted by the Tariffs.

14.6.4.2. Animals may only be accepted for carriage in a proper container (which is waterproof, leaves the animal with sufficient space to move, prevents it from escaping, and complies with the provisions of the Live Animal Regulations of IATA and also with the size and weight limits set forth by Malév) provided that valid health and vaccination certifications, entry permits and other documents required by the states affected by the carriage are presented, and the applicable excess baggage charge is paid. It is the responsibility of the passenger to provide the container and to obtain the documents required for the carriage of the animal.

14.6.4.3. In the passenger cabin, only small dogs or cats may be carried whose size and weight, together with their standard container and food, do not exceed the size and weight limitations set forth in the Tariffs. These limitations shall not apply to seeing-eye, hearing-aid dogs and rescue dogs.

14.6.4.4. The food for the animal shall be dry food and shall be carried in a package affixed to the container.

14.6.4.5. Passengers shall be liable for any damage or contamination to any part of the aircraft or the baggage of other passengers occurring as the result of carrying an animal. Malév may require passengers to pay for such damages.

14.6.4.6. Provisions concerning the manner of carriage of animals and the allowed number of animals carried in the passenger cabin of the same aircraft are set forth in the Tariffs.

14.6.4.7. With the exception of seeing-eye, hearing-aid dogs and rescue dogs, the weight of the animal and its container and food shall always (also in case of carriage on board) be deemed to be excess weight, and as such, it may only be carried against the payment of excess baggage charge. The weight of the animal and its container and food may not be added to the free baggage allowance for carry-on baggage or checked baggage.

14.6.4.8. One passenger may only take two animals as excess weight. Any further animals that the passenger wishes to check in may only be carried as air cargo.

14.6.4.9. Malév disclaims any liability for refusal of entry or transit of the animal by any of the states affected by the carriage. Passengers shall compensate Malév for any fine imposed on or cost incurred by Malév as the result of refusal of entry or transit of the animal. For the compensation of such costs, Malév will retain the unused portion of the ticket of the passenger to settle the debt. The price of the unused portion of the ticket will be deducted from the amount of the debt.

#### 14.7. PACKING OF BAGGAGE

14.7.1. The baggage shall be packed in a manner that the package protects the contents of the baggage for the entire duration of the air carriage.

14.7.2. On the passenger's request, Malév may accept oversize, not suitably packed or damaged baggage for carriage. In this case a Limited Release tag, indicating the condition of the baggage and the limited liability of Malév, will be issued.

#### 14.8. RIGHT OF SEARCH

14.8.1. For reasons of safety, Malév may request passengers to permit the searching, x-raying or any other type of scanning of their checked and carry-on baggage.

14.8.2. If the passenger is not present when his baggage is searched, Malév will perform the search in the presence of a person with official authority and will issue a report of the search.

14.8.3. Malév shall not be liable for any damage caused by the searching, x-raying or any other type of scanning of the baggage unless such damage is incurred by the gross negligence or wilful misconduct of the employees or proxies of Malév.

14.8.4. In the event of Malév discovering that the baggage of a passenger contains items excluded from carriage or items of conditional carriage that have not been previously reported, Malév may demand that the passenger remove such items from his baggage. Malév will not retain the items removed from the baggage.

#### 14.9. DELIVERY OF CHECKED BAGGAGE

14.9.1. Passengers shall collect their baggage delivered upon the arrival of the flight without delay.

14.9.2. The checked baggage is delivered at the place of stopover indicated on the ticket or at the place of destination. At agreed stopping places not qualifying as stopovers, Malév will only return the baggage if the rules of the states affected by the carriage so require, or if the

passenger expressly requests that from Malév at the time of check-in, or if an overnight stay is necessary due to a long delay.

14.9.3. The baggage may be collected only by the passenger possessing the baggage claim tag corresponding to the baggage identification tag. Malév reserves the right to check, at the time of the delivery of the baggage, the baggage claim tag presented by the passenger against the number of the baggage identification tag. However, Malév disclaims any and all liability for any damage that may arise from the checked baggage of the passenger being taken from the baggage belt located in the arrival area by another passenger not entitled thereto.

14.9.4. If Malév does not carry the passenger and his checked baggage on the same flight, Malév will deliver the baggage to the passenger's address free of charge unless the passenger is obliged to be present at the customs clearance in accordance with the applicable laws and regulations, or the local circumstances do not make it possible to deliver the baggage to the passenger's address. The passenger is entitled to delivery, but Malév may also return the baggage to a third party if such third party sufficiently proves that he is entitled to collect the baggage. In the event the passenger stays at a hotel, the baggage may also be delivered to the hotel staff. Except for instances of gross negligence and wilful misconduct, Malév disclaims any and all liability for returning the baggage to a person not entitled thereto.

#### 14.10. CUSTODY OF UNCLAIMED BAGGAGE

14.10.1. If baggage is not claimed within 21 days after it has been placed at the passenger's disposal, Malév may charge a storage fee.

14.10.2. Malév keeps the unclaimed baggage in its custody for ninety days commencing at the time of arrival thereof. Thereafter, Malév transfers the unclaimed baggage to the Customs and Finance Authority.

#### 14.11. CARRIAGE OF DIPLOMATIC AND CONSULAR BAGGAGE

14.11.1. Baggage that is carried, classified and sealed by a diplomatic courier as diplomatic baggage shall be considered as such.

14.11.2. The diplomatic courier is exclusively liable for the carriage of the diplomatic baggage. Malév disclaims any and all liability in this respect.

14.11.3. In other respects, the carriage of diplomatic baggage is governed by the rules set forth in Chapter 14.

### 15. CARRIAGE OF PASSENGERS BY AIR

#### GD Sections 9-10

15.1. Malév reserves the right to contract with other airline companies for the carriage of passengers or to operate an aircraft type other than previously published. On certain aircraft types operated by Malév and its code-share partners, the size of the seats and the legroom are identical in the whole of the cabin. However, business class passengers of Malév are provided with all other business services. Malév disclaims any and all liability if no bigger seats or bigger legroom is available for passengers holding business class tickets than for passengers with economy class tickets.

## 15.2. CATERING AND OTHER SERVICES

15.2.1. Food and beverages are served on certain flights operated by Malév. Malév disclaims any and all liability for the absence of such services.

15.2.2. When Malév arranges a service other than air carriage, performed by a third party, or issues a ticket or a voucher for such service, it acts only as an agent of such third party. With respect to such services, the terms and conditions of contract of the third party shall be applicable. Malév disclaims all liability for such services.

15.2.3 In-flight entertainment does not form part of the services provided by Malév. Therefore, Malév disclaims any liability for the absence or insufficient operation of such services.

## 16. CONDUCT ON BOARD

16.1. Passengers shall comply with instructions given by the crew for the entire duration of the flight.

16.2. For reasons of flight safety, Malév may forbid or restrict the use of certain appliances, such as mobile phones, laptops, portable recording devices, portable radios, CD players, electronic toys, transmission devices, radio controlled toys and walkie-talkies. The use of hearing aid devices and pacemakers is allowed.

16.3. For reasons of flight safety, the consumption of alcoholic drinks is restricted solely to those served on board.

16.4. Should the passenger act on board in a manner that

- a) in the crew's reasonable judgment, endangers the security and safety of the aircraft, of those on board and their valuables;
- b) insults the crew members verbally or physically, or hinders them in fulfilling their duties;
- c) refuses to follow the instructions of the crew (including warnings on smoking, consumption of alcohol or drugs, or use of electronic equipments);
- d) causes discomfort or inconvenience, damage or injury to those on board, or causes damage to the valuables on board;

Malév is entitled to enforce any measure, including coercion, deemed necessary to prevent or stop such behaviour, as well as to initiate legal action before the competent authorities.

The passenger shall compensate Malév for damages or costs arising from such behaviour or the coercive measures. Malév reserves the right to enforce its rights by means of legal action.

16.5. In other respects, the provisions of the Tokyo Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed on 14 September 1963 promulgated by Law Decree No. 24 of 1971 and other applicable laws and regulations shall apply to all acts committed on board of aircraft.

## 17. AMENDMENT OF THE CONTRACT FOR CARRIAGE OF PASSENGERS BY AIR

GD Section 22

## 17.1. AMENDMENT BY MUTUAL CONSENT

17.1.1. The contract made by and between Malév and the passenger may be amended by mutual consent and in accordance with the provisions of the Tariffs.

17.1.2. If the passenger wishes to amend the contract, he shall notify Malév thereof before the time of commencement of carriage as indicated on the ticket. Malév will calculate the fare due according to the amended contract in accordance with the provisions of the Tariffs, and the passenger shall pay such modified fare.

17.1.3. The name entered on the ticket shall not be changed, and the ticket shall not be transferred to another party.

## 17.2. AMENDMENT BY MALÉV

### 17.2.1. GENERAL RULES

17.2.1.1. Malév disclaims all liability for amendments of the contract due to extraordinary circumstances or for amendments that do not affect the schedule.

17.2.1.2. If the passenger terminates the contract as the result of the amendment, Malév refunds only the price of the unused flight coupons in accordance with the Tariffs.

17.2.1.3. If the contract is amended by Malév, Malév shall only arrange transportation to the place of stopover or destination indicated on a single ticket or conjunction ticket.

17.2.1.4. The passenger may not exercise his right of withdrawal from the contract if he previously agreed to the amendment of the contract in an express or implied manner.

17.2.1.5. Malév will provide prior notification of the particular amendments of the contract to the passenger, or, in case of group reservations, to the passengers whose contact details are indicated in the reservation, provided that such contact details are available to Malév. If the passenger or the person paying for the ticket books or purchases his ticket from an agent of Malév, the agent shall be responsible to provide the above notification. Malév disclaims any liability for damages arising from the failure of the agent to provide such notification. In the case of group reservations, the person designated as contact person in the reservation shall notify the other passengers or provide their contact details to Malév. Malév disclaims any liability for damages arising from the failure of the passenger to do so.

17.2.1.6. At its discretion, Malév will notify the passengers by phone or e-mail. The passenger shall be responsible for providing contact details at which he may be contacted at all times (including the period of stay in a foreign country). Malév disclaims any liability for damages arising from the failure of the passenger to meet the above requirement.

17.2.1.7. If no e-mail is sent to the passenger, Malév will attempt to contact the passenger by phone at three different occasions. Should such phone calls be unsuccessful, the notification will be deemed as made following the third call.

### 17.2.2. CHANGE OF SCHEDULE

The departure and arrival times of flights may change during the period between the time of their disclosure and the time of journey. Malév will provide notice of the amended times as set forth in paragraph 17.2.1.

### 17.2.3. STOPOVER, REROUTING

Malév may change the routing indicated on the ticket or interrupt the carriage due to extraordinary circumstances.

### 17.2.4. LONG DELAY, DENIED BOARDING AND CANCELLATION OF FLIGHTS

*GD Section 27*

*Regulation (EC) No. 261/2004*

17.2.4.1. In the event of denied boarding, long delay or cancellation of Malév flights, Regulation (EC) No 261/2004 of the European Parliament and of the Council establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, repealing Regulation (EEC) No 295/91, shall apply.

17.2.4.2. If the provision of services defined in Article 9 of the above Regulation would result in further delay of the flight, Malév will not provide such services.

17.2.4.3. If, in the event of denied boarding, long delay or cancellation of the flight, the passenger claims reimbursement, s/he will not be entitled to further carriage, and Malév will reimburse only the fare paid for the unused portion of the ticket.

17.2.4.4. If, due to denied boarding, long delay or cancellation of the flight, passengers are forced to stay overnight at the place of departure of the affected flight, Malév shall only provide accommodation for passengers who do not reside in the vicinity of the airport.

17.2.4.5. Frequent flyers holding a free ticket issued against their respective frequent flyer points shall have the same rights as passengers who have confirmed reservation.

17.2.4.6. Passengers travelling with a so-called "must go" ticket issued free of charge shall have the same rights as the passengers who have confirmed reservation, but they are not entitled to claim compensation or indemnification.

17.2.4.7. Passengers not having valid reservation (e.g. holding tickets with RQ or SA status) and passengers having reservation, but holding free tickets with "must go" status are not entitled to the compensation, reimbursement, rerouting and assistance set forth in Regulation (EC) 261/2004.

## **18. LIABILITY**

*MC Art. 17, 19-22, 28 and 30*

*WC Art. 17-23, 25, 25A*

*Regulation No. 2027/97 (EC) as amended by Regulation No. 889/2002 (EC)*

## 18.1. GENERAL RULES

18.1.1. With respect to the liability of Malév, the provisions of the International Convention, supplemented with the provisions of this Chapter shall be applied.

18.1.2. If Malév proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, Malév shall be wholly or partly exonerated from its liability to the claimant.

18.1.3. The liability of Malév shall not exceed the limits set forth in the International Convention and the amount of actual damages proven by the passenger. Malév disclaims any liability for missed profits, consequential and indirect damages.

18.1.4. Any information provided by the employees, proxies and agents of Malév concerning the times of departure and arrival or the performance of the carriage serves for information purposes only. Malév shall not be liable for the correctness of such information.

## 18.2. COMPENSATION FOR THE DEATH OR BODILY INJURY OF PASSENGERS

18.2.1. In case of death or bodily injury of the passenger occurring on board or in the course of any of the operations of embarking or disembarking, the liability of Malév for proven damages not exceeding 100.000 SDR may only be limited or excluded if Malév proves that the passenger or the person claiming compensation caused or contributed to the damage.

18.2.2. Malév shall not be liable for proven damages exceeding 100.000 SDR if the conditions set out in paragraph 18.2.1. are met and if Malév proves that such damage was not due to the negligence or other wrongful act or omission of Malév or its proxies and agents, or such damage was solely due to the negligence or other wrongful act or omission of a third party.

18.2.3. Malév shall, no later than 15 days after the identity of the natural person entitled to compensation has been established, make advance payment on a basis proportional to the hardship suffered. Such advance payment shall not be less than the equivalent of 16,000 SDR per passenger in the event of death. The advance payment shall not constitute recognition of liability and may be offset against the sum of any subsequent sum paid on the basis of air carrier liability. If Malév proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the passenger or the person claiming compensation or that the person who received the advance payment was not the person entitled to compensation, the advance payment shall be returned.

## 18.3. PASSENGER DELAY

The liability of Malév for damages occasioned by the late arrival of the passenger at the place of destination or the place of stopover is limited to SDR 4,150 per passenger. Malév shall not be liable for damage occasioned by delay if it proves that it took all measures that could reasonably be required to avoid the damage or it was impossible for it to take such measures.

## 18.4. LIABILITY FOR BAGGAGE

18.4.1. Malév disclaims any liability for damages occurring during the ordinary use of baggage, including but not limited to the following:

- a) minor scratches;
- b) minor dents;
- c) scratches;
- d) contamination;
- e) cuts;
- f) torn or snapped straps or handles;
- g) broken wheels or supports, or the loss thereof.

18.4.2. Malév further disclaims liability for

- a) damages due to overloading of the baggage;
- b) damage to or loss of packages affixed to baggage.
- c) damage to or loss of a padlock or the straps binding the baggage.

18.4.3. Malév disclaims any liability for damages to, destruction, delay or loss of items excluded from carriage or of conditional carriage, carried in the baggage without the prior consent of Malév, irrespective of knowledge of Malév of the carriage of such items in the baggage.

18.4.4. Malév disclaims any liability for damages to, destruction, delay or loss of or damages caused by fragile items, perishables or liquids carried in or as checked baggage, irrespective of the knowledge of Malév of the carriage of such items in the baggage.

18.4.5. Malév shall not be liable if it proves that the damage resulted from the inherent defect, quality or vice, or improper packaging of the baggage; or from the carriage of items excluded from carriage, liquid, fragile items or perishables; or from the carriage of items of conditional carriage without the consent of Malév; or by the improper carriage of items of conditional carriage.

18.4.6. Malév disclaims any liability for the delay, loss, destruction of, or damage to baggage for the carriage of which a Limited Release tag was issued, if such damages may have been caused by the condition of the baggage at the time of check-in.

18.4.7. When the checked baggage is handed over to the carrier, passengers may make a so-called special declaration of interest in delivery at destination in which they declare their interest in the timely delivery of their baggage. The special declaration of interest is valid only against payment of a supplementary sum charged by Malév. If such sum is paid, Malév will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the passenger's actual interest in delivery at destination. If the carriage, or (a) part(s) thereof is performed by a carrier that does not offer special declaration of interest, Malév will not be obliged to accept such declaration.

Further conditions of the special declaration of interest and the supplementary sum are set forth in the Tariffs.

18.4.8. If, for safety or security reasons, Malév is unable to carry the passenger and his/her checked baggage on the same flight, Malév disclaims any liability for damages arising from the delay of the baggage.

## 18.5. LIABILITY FOR BAGGAGE IN CASE OF CARRIAGES FALLING UNDER THE SCOPE OF THE MONTREAL CONVENTION AND IN CASE OF CARRIAGES PERFORMED BY MALÉV

18.5.1. Malév shall be liable for proven damage sustained in case of damage to, or destruction or loss of baggage upon condition only that the damage, destruction or loss took place on board the aircraft or during any period within which the checked baggage was in charge of the carrier. However, Malév shall not be liable if the damage resulted from the inherent defect, quality or vice of the baggage.

18.5.2. Malév shall be liable for proven damage occasioned by delay in the carriage by air of baggage, unless it proves that it took all measures that could reasonably be required to avoid the damage, or it was impossible to take such measures.

18.5.3. The liability of Malév for baggage shall be limited to 1000 SDR per passenger. Under this paragraph, passenger shall mean the person from whom Malév accepted the baggage for carriage.

18.5.4. Malév shall be liable for damage to carry-on baggage upon condition only that the damage resulted from its fault.

## 18.6. LIABILITY FOR BAGGAGE IN CASE OF CARRIAGES FALLING UNDER THE SCOPE OF THE WARSAW CONVENTION

The provisions of this chapter shall apply to carriages falling under the scope of the Warsaw Convention and for which Malév issued a ticket, but the flight was operated by a different carrier, and to carriages performed by Malév successively with other carriers, if the party causing the damage cannot be identified undoubtedly.

18.6.1. The liability of Malév for proven damage occasioned by damage to, or destruction, loss, or delay of checked baggage during carriage is limited to 17 SDR per kilogram.

18.6.2. The liability of Malév for proven damage arising from the damage to, or destruction or loss of carry-on baggage that took place on board the aircraft or during any period within which the checked baggage was in charge of the carrier shall be limited to SDR 332 per passenger.

## 18.7. REPORTING DAMAGE TO, DELAY AND PARTIAL LOSS OF BAGGAGE, TIMELY NOTICE OF COMPLAINTS

*MC Art. 31*

*WC Art. 26*

18.7.1. If the baggage of the passenger does not arrive at the place of destination or at the place of stopover where Malév should deliver it, on the flight carrying the passenger, the passenger shall complain prior to leaving the arrival transit area. Should the passenger fail to meet this requirement, he shall not be entitled to enforce a claim against Malév. If the passenger complains prior to leaving the arrival transit area, Malév will trace the baggage for 21 days following the report. If the checked baggage has not arrived at the expiration of 21 days, Malév will consider it as lost. The claim for compensation shall be submitted within 21 days thereof.

18.7.2. If the damage to or the partial loss of the baggage is discovered at the time of receipt of the baggage, the passenger shall complain prior to leaving the arrival transit area or, if the baggage is delayed, at the time of receipt thereof. The claim for compensation shall be submitted within 21 days of the date when the baggage was delivered to the passenger.

18.7.3. Receipt by the passenger without complaint as specified in paragraph 18.7.2. is prima facie evidence that the baggage has been delivered by Malév in good condition, without partial loss or damage, and in accordance with the document of carriage. However, if the partial loss or damage could not be discovered at the time of receipt of the baggage, the passenger shall complain within 7 days of the date of receipt, in writing. In such cases, the passenger shall also provide sufficient evidence of the damage and of the fact that the partial loss or the damage could not be discovered at the time of receipt. The claim for compensation shall be submitted within 21 days of the date when the baggage was delivered to the passenger.

18.7.4. In case of complaints made under paragraphs 18.7.1 and 18.7.2, Malév shall issue records thereof (PIR – Property Irregularity Report), and provide the passenger with a copy. Such records shall not be regarded as claim for compensation, and shall not constitute any recognition of liability. The ticket or the itinerary, the boarding pass, the original PIR, the baggage claim tag, and the excess baggage ticket, if any, as well as all the invoices, certificates and other evidences required for the settlement of the claim shall be attached to the claim for compensation.

18.7.5. In case of damage to carry-on baggage and/or other items remaining in the custody of the passenger shall complain on board the aircraft. Malév shall issue reports of such complaints. The claim for compensation shall be submitted in writing within 21 days of the date of the issue of the report. The ticket or the itinerary, the boarding pass, the original PIR, as well as all the invoices, certificates and other evidences required for the settlement of the claim shall be attached to the claim for compensation.

18.7.6. Failure to comply with any of the deadlines set forth in this chapter will result in the forfeiture of the right to submit a claim. If no complaint is made or no claim for compensation is submitted within the times specified in this Chapter 18.7., no action shall lie against Malév.

## 18.8. LIABILITY FOR ITEMS PLACED IN THE WARDROBES ON BOARD

Malév disclaims any liability for valuables left in the garments and bags placed in the on-board wardrobes.

## 18.9. LIMITATION OF ACTIONS

MC Art. 29, 35

WC Art. 24., 28-29

The right to damages shall be extinguished if an action is not brought within a period of 2 years, reckoned from the date of arrival at the place of destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

## 18.10. COMPLAINTS

18.10.1. Any negative remark concerning the carriage, except for baggage-, injury- and death claims, and the associated claim shall constitute a complaint under this Chapter.

18.10.2. Since the circumstances of certain events complained of cannot be investigated after a long period of time has passed, the complaint shall be submitted within 21 days of the date of the event giving rise to the complaint. If the passenger fails to complain within the time aforesaid, no action shall lie against Malév. All complaints shall be submitted in writing. The ticket or the itinerary, the boarding pass, as well as all the invoices, certificates and other evidences required for the settlement of the claim shall be attached to the complaint.

## **19. REFUND**

### **19.1. GENERAL RULES**

19.1.1. Refund is made to the passenger or to the person paying for the ticket, provided that this latter person can sufficiently prove that s/he made the payment. However, payment made by bank or credit card will always be refunded to the card used for payment.

19.1.2. Except for the cases of wilful misconduct or gross negligence, Malév shall not be liable to the person actually entitled to the refund, if the refund was made to an unauthorised person,

19.1.3. In cases other than theft or loss of the paper ticket, and the refund of the price of electronic tickets, or of certain fare differences, a refund is made only if the paper ticket or all the unused flight coupons are returned to Malév.

19.1.4. The refund is usually made in the currency used for payment for the ticket. However, if it is not possible, the refund is made – at the discretion of Malév – in the currency of the country in which Malév is headquartered, or of the country where the ticket was purchased, or of the country where the refund is made.

19.1.5. The rules of refund shall also apply to excess baggage charges and Miscellaneous Charges Orders.

19.1.6. Malév reserves the right to deduct handling fees from the amount to be refunded. Provisions concerning the handling fees are set forth in the Tariffs.

### **19.2. REFUND FOR REASONS WITHIN THE FIELD OF INTEREST OF MALÉV**

If the passenger is entitled to refund for a reason falling within the field of interest of Malév, Malév will refund

- a) the full price of the ticket if the ticket has not yet been used;
- b) the difference between the full price of the ticket and the price of the carriage already performed if the ticket has been partly used.

### **19.3. REFUND FOR REASONS WITHIN THE FIELD OF INTEREST OF THE PASSENGER**

19.3.1. In the event of reasons falling within the field of interest of the passenger, the Tariffs may exclude or limit the possibility of refund depending on the fare type.

19.3.2. In case the passenger claims the refund of the price of the ticket for reasons other than those defined in paragraph 19.2 and the Tariffs allow such refund, Malév will refund

- a) the full price of the ticket if the ticket has not yet been used;
- b) the difference between the full price of the ticket and the price of the carriage already performed if the ticket has been partly used,

deducted with the applicable handling fee.

#### 19.4. REFUND FOR LOST OR STOLEN PAPER TICKETS

In case the paper ticket or a portion thereof is lost or stolen, Malév will make the refund with the deduction of the handling fees defined in the Tariffs, no earlier than two months after the expiry of the validity of the ticket, under the following conditions:

- a) the lost or stolen ticket or any part thereof has not yet been used, and has not been previously replaced or refunded, and
- b) the person to whom Malév pays the refund obliges him/herself, in accordance with the provisions of the Tariffs, to reimburse the refunded amount to Malév in case the lost or stolen ticket has been used for the purpose of carriage or has been presented for refund by any other person, and
- c) the provisions of the Tariffs related to the applicable fare allow refund, and
- d) the passenger reported the loss or theft of the ticket to Malév within the time of validity of the open ticket, or before the time of travel in case of a ticket with a valid reservation.

#### 19.5. REFUSAL OF REFUND

In cases other than that defined in paragraph 19.4, the claim for refund shall be submitted to Malév within one year of the expiry of the validity of the ticket. Malév may refuse claims submitted after this deadline.

### 20. CHARTER RULES

With respect to charter flights, the provisions of the General Conditions of Carriage shall be applicable with the following differences:

20.1. In respect of charter carriage performed by Malév, the following rules shall apply:

- the applicable International Convention;
- the Regulations;
- the rules of the governing law;
- the conditions of contract set forth on the ticket or the itinerary;
- the provisions of these General Conditions of Carriage;
- the rules set forth in the Tariffs;
- the charter agreement concluded for the carriage concerned.

20.2. The travel agency making arrangements for the charter flight shall be responsible for informing passengers on the rules applicable for the carriage, the time of appearance at the airport, as well as on any changes of the times of departure and arrival or changes of the place of departure, the agreed stopping place, or the place of arrival. The travel agency shall be liable for damage incurred by its failure to provide such information.

20.3. The ticket is issued and delivered to the passengers by the travel agency.

20.4. Passengers are not allowed to change the routing. The rules applicable to change of travel dates and times, transferability of tickets and cancellation of reservations are set out by the travel agency.

20.5. Notifications to be made by passengers as defined in this General Conditions of Carriage shall be made to the travel agency. The travel agency shall inform Malév accordingly and forward the medical certificate of the passengers together with his/her request for special care and shall inform the airports concerned of the needs of the passengers requesting special care. If the travel agency fails to meet the above requirements, the travel agency shall be liable for damages incurred by such failure.

20.6. The travel agency chartering the flight shall bear all costs arising due to reasons beyond the field of interest of Malév.

20.7. All costs arising from overbooking of flights shall be borne exclusively by the travel agency chartering the flight.

20.8. If a passenger is entitled to a refund, he shall submit a written claim for refund to the travel agency.

## **21. INTERPRETATION**

21.1. Should any dispute arise with respect to the interpretation of any of the provisions contained herein, the Hungarian language version of the General Conditions of Carriage shall prevail.

21.2. The title of each chapter is for convenience only, they shall not be used for interpretation.

21.3. If the person booking a flight or making a reservation on the Internet is not identical with the passenger, or if such person makes reservations also on behalf of other persons, Malév assumes that he/she makes his/her statements, gives his/her consent on behalf of all other passengers booked under the same reservation and that he/she is authorised to make statements and grant consents on behalf of the passenger(s) mentioned above.