

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

(revised January 27, 2012)

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

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RULE 1 DEFINITIONS

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

Add-On-Fare: See "Arbitrary"

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

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

Alternate Transportation means air transportation with a confirmed reservation at no additional charge (by any scheduled airline licensed by DOT), or other transportation accepted and used by the passenger in the case of denied boarding.

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

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

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

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

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

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

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

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

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

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

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

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

Basing Fare: See "Arbitrary"

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

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

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

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

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

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

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

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

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

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

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

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

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

CO means Continental Airlines, Inc. or Continental Micronesia, Inc., as applicable, depending on which carrier is operating the flight.

Codeshare means an arrangement by which CO provides transportation service to a Passenger who is ticketed with the two letter airline designator code "CO" on a flight that is operated by a carrier other than CO.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Origin means the initial starting place of the journey.

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

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

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

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

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

Proportional Fare: See "Arbitrary" above.

Qualified Individual with a Disability means any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. The phrases used in this definition are further defined in 14 CFR Part 382.3.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Fare means a fare other than a normal fare.

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

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

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

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

Ticket means the record of agreement, including electronic tickets, e.g., "Continental Electronic Tickets" or "eTickets," for Passenger air transportation provided by CO under certain terms and conditions to the Passenger named on the Ticket and in accordance with applicable governing tariffs and regulations.

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

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

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

Transfer Point means any point at which the Passenger Transfers.

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

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

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

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

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

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

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

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

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

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

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

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

RULE 2 STANDARD FORMAT OF ELECTRONIC RULES FOR TARIFF FILING PURPOSES

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

RULE 3 APPLICATION OF CONTRACT

- A) These rules constitute the conditions of carriage upon which CO agrees to provide Domestic and International Carriage and are expressly agreed to by the Passenger. These Rules are also the tariffs filed by CO in accordance with certain government regulations.
- B) This Contract of Carriage is subject to applicable laws, regulations, rules, and security directives imposed by governmental agencies, including but not limited to those imposed during or as a result of a national emergency, war, civil unrest or terrorist activities. In the event of a conflict between the Rules contained herein and such government laws, regulations, rules, security directives and their corresponding effects on CO's operation, the latter shall prevail.
- C) The rules herein are applicable to transportation of Passengers and Baggage provided by CO. See Rule 18 regarding application of these rules to Codeshare services provided by CO on flights operated by a carrier other than CO.
- D) Certain International Carriage is subject to the rules relating to liability established by, and to all other provisions of the Warsaw and/or Montreal Conventions. Any provisions of these rules that are inconsistent with any provision of the applicable Convention shall, to that extent, but only to that extent, be inapplicable to International Carriage.
- E) Except as otherwise provided within specific fare rules, transportation is subject to the Contract of Carriage and charges in effect on the date on which the Ticket is issued. References to pages, rules, items and notes are coterminous and include revisions, supplements and reissues thereof.
- F) Where the Ticket has been purchased and issued before the effective date of an increase in the applicable fare, the increase will not be collected, provided there is no change in Origin, Destination, Stopover point(s), flight(s) or dates shown on the original Ticket. These provisions apply whether an increase results from a change in fare level, a change in conditions governing the fare or a cancellation of the fare itself.
- G) CO is responsible only for transportation of Passengers and Baggage provided by CO, which includes Codeshare services provided by CO on flights operated by a carrier other than CO. See Rule 18 regarding application of these rules to Codeshare services. When CO undertakes to issue a Ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier on an interline basis (whether or not such transportation is part of a

through service), CO will act only as agent for the other carrier and will assume no responsibility for the acts or omissions of such other carrier.

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

RULE 4 RESERVATIONS — CONFIRMATION/FARE QUOTES/DISCLOSURES

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

- D) Seat assignments, regardless of class of service, are not guaranteed and are subject to change without notice. CO reserves the right to reseat a Passenger for any reason, including from an extra legroom seat for which the applicable fee has been paid. If a Passenger is removed from an extra legroom seat for which a fee has been paid, and the Passenger is not re-accommodated in a seat with similar or greater extra legroom, or if a Passenger is downgraded from a class of service and is not re-accommodated in a seat in the class of service for which a fee has been paid, the Passenger will be eligible for a refund in accordance with Rule 27.
- J) CO may limit the number of Passengers carried at any fare level and certain fares will not necessarily be available on all flights. The number of seats which CO shall make available on a given flight will be determined by CO.
- K) Discounts on fares (round-trip or one-way) may be available in the event of the death or serious illness (requiring hospitalization or hospice care) of an immediate family member. Visit CO's website, www.continental.com, for details regarding CO's Compassion (Bereavement) Fares policy.

RULE 5 CANCELLATION OF RESERVATIONS

- A) CO has the right to cancel reservations (whether or not confirmed) of any Passenger whenever such action is necessary to comply with any governmental regulation, upon any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond CO's control, including Force Majeure events.
- B) CO has the right to cancel reservations (whether or not confirmed) due to the Passenger's failure to comply with the rules set forth herein, including but not limited to, the Passenger's failure to pay for the applicable Ticket under the conditions applicable to the fare for such travel.
- C) Failure to Occupy Space - If a Passenger fails to occupy space which has been reserved for him/her on a flight of CO and CO fails to receive notice of the cancellation of the reservation before the departure, or if any carrier cancels the reservation of any Passenger, CO may cancel all reservations (whether or not confirmed) held by such Passenger on the flights of CO or any carrier for continuing or return space, provided CO or an authorized agent of CO originally reserved that space.
- D) Check-In Time Limits - CO has the right to cancel reservations (whether or not confirmed), deny boarding and/or refuse the acceptance of checked baggage of any Passenger who fails to present himself/herself within the applicable check-in time limit for Passengers and/or Baggage. (NOTE: For flights operated by another carrier as part of CO's Codeshare services, the applicable check-in time limit for that partner's flight applies and supersedes CO's check-in time limits that otherwise would be applicable. See Rule 18 for more information on application for these rules to Codeshare services provided by CO on flights operated by a carrier other than CO):
 - 1) Domestic flights, except those departing Guam:
 - a) For Passengers who do not need to check baggage, Passenger must complete the purchase of the ticket(s), check-in and obtain a boarding pass at least 30 minutes prior to scheduled departure.
 - b) For Passengers who do need to check baggage, Passenger must complete the purchase of the ticket(s), check-in, obtain a boarding pass, and complete baggage check-in at least 30 minutes prior to scheduled departure. EXCEPTION: At the following airports, Passengers must complete baggage check-in at least 45 minutes prior to scheduled departure: Tampa, FL; Las Vegas, NV; Seattle, WA; Orlando, FL; Philadelphia, PA; Denver, CO; Atlanta, GA; Los Angeles, CA; Houston, TX; Newark, NJ; Cleveland, OH; Chicago, IL; Washington Dulles, VA; San Francisco, CA; and Maui, HI.
 - c) All Passengers must be present at the loading gate for boarding at least 15 minutes prior to scheduled departure. NOTE: If the Passenger's itinerary includes an international destination, the international time limits in D) 2) below apply to all flights in the itinerary.
 - 2) All International flights (including flights departing Guam):
 - a) Passenger must complete the purchase of the ticket(s), check-in, check baggage, and obtain a boarding pass at least 60 minutes prior to scheduled departure. EXCEPTIONS:
 - (i) At Lima, Peru, Passengers must complete check-in, check baggage and obtain a boarding pass at least 75 minutes (1 hour, 15 minutes) prior to scheduled departure.
 - (ii) Within the Philippines, Federated States of Micronesia, Republic of Palau, Republic of the Marshall Islands and Fiji, Passengers must complete check-in, check baggage and obtain a boarding pass at least 90 minutes (1 hour, 30 minutes) prior to scheduled departure.
 - b) All Passengers must be at the loading gate for boarding at least 30 minutes prior to scheduled departure. EXCEPTION: Within locations specified in D) 2) a) (ii) above, Passengers must be at the loading gate for boarding at least 60 minutes (1 hour) prior to scheduled departure.

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

RULE 6 TICKETS

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

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

RULE 7 TICKET VALIDITY PERIOD

- A) Period of Validity - Except as otherwise provided in this Rule or required by the applicable local law of a foreign jurisdiction, any eligible Ticket issued by CO or its authorized agent on CO ticket stock will be valid for transportation for one year from the date on which transportation commences at the point of origin as designated on the original Ticket or, if no portion of the Ticket is used, one year from the date of issuance of the original or reissued Ticket, whichever is later. When an unused published fare Ticket is completely reissued, the new Ticket validity on the reissued Ticket will be determined from the date the Ticket was reissued. When a Ticket includes an excursion or special fare having a shorter period of validity than one year, the shorter period of validity will apply only to the excursion or special fare transportation. When a fare limits the carriage to specific periods of the day, week, month, or year, the Ticket is valid for the specified periods only. When fares are combined to create Round/Circle/Open-Jaw Trips, the most restrictive provisions will apply to the entire transportation. NOTE: Nonrefundable fares limit the period of validity. Tickets for travel on or after October 1, 2002 with a fare rule stating they are nonrefundable are, subject to applicable fare rules, not valid after the date of travel reflected on each Flight Coupon.
- B) Extension of Validity Period:
 - 1) If the Passenger is prevented from using the Ticket, or a portion thereof during the period of validity specified in this Rule due to a CO flight cancellation or because CO is unable to provide space on the flight, CO will, without additional collection of fare, extend the ticket validity period of such Passenger's Ticket until the first flight of CO on which space is available in the class of service for which the fare has been paid.
 - 2) If a Passenger is unable to commence or continue travel because of the death or serious illness of the Passenger, the Passenger's immediate family member(s), or the Passenger's traveling companion(s), CO may waive or refund any applicable change fees (less a processing fee) associated with changing the ticket(s). See Rule 27 on visit CO's website, www.continental.com, for details regarding CO's Refund Policy.
- C) Waiver of Minimum Stay Requirements - Special Fare - In the event of the death of a Passenger enroute, the minimum stay and group travel requirements with regard to any special fares will be waived for Passengers who are immediate family members of the deceased Passenger or were otherwise actually accompanying the deceased Passenger, on the following conditions:
 - 1) The ticket must be endorsed "earlier return on account of death of (name of Passenger)"; and
 - 2) A copy of the death certificate duly executed by the competent authorities under the applicable laws of the country in which death has occurred must be presented to CO at the time of reticketing. Passengers will be accommodated under this provision only in the class of service originally ticketed.
NOTE: If the death certificate is not available at the time the Passenger requests reticketing under this provision, or if documentation satisfactory to CO has not been provided, the Passenger(s) requesting reticketing will be accommodated only upon payment of the fare applicable to transportation actually used and a request for a refund may later be filed with CO with the documents required. Upon receipt of the request for a refund and all supporting documents, CO will determine whether a refund to the Passenger is appropriate. If so, the maximum refund will be the difference between the total fare paid by the Passenger and the amount such Passenger would have paid if a waiver had been originally furnished under the provisions of this Rule.
- D) Ticket Issue Date - The date when payment is made by credit card, or the ticket invoice date established when payment is made by other acceptable form of payment, will constitute the date a Ticket is "issued" in determining the validity period under this Rule.

RULE 8 RETURNED CHECK CHARGE

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

RULE 9 PREPAID TICKET ADVICE CHARGES

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

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

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

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

RULE 10 TRANSATLANTIC SURCHARGES

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

RULE 11 PACIFIC SURCHARGES

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

RULE 12 WESTERN HEMISPHERE SURCHARGES

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

RULE 13 ACCEPTANCE OF CHILDREN/MINORS AND INFANTS

A) Children/Minors/Infants Traveling Accompanied

- 1) Children under the age of five (5) must be "accompanied" by an Adult Passenger on the same flight and in the same compartment. CO reserves the right to require and charge the applicable service fee for Unaccompanied Minor service when a child age five (5) to eleven (11) is traveling with a passenger who is not at least 18 years old or the child's Parent/Legal Guardian.
- 2) Continental does not accept infants in incubation (except as permitted under Rule 15B) or infants under seven days old.
- 3) Lap Children (infants under the age of two years):
 - a) One Lap Child per Adult Passenger is accepted. Additional infants under the age of two years must occupy a seat and be ticketed at the applicable fare.
 - b) Infants under the age of two years who are not ticketed may not occupy a seat.
NOTE: Infants who are carried in an adult's lap do not require a Ticket for domestic travel. Infants traveling internationally may require a Ticket, which may be discounted off of the applicable fare. In many cases a Ticket is required for an infant to travel on international flights even if no fare is paid. In addition, some international destinations may carry fees. A USD 0 value or fee only Ticket may be issued for an infant.
- 4) Children who have reached their second birthday are required to purchase a seat and occupy a seat with a separate seat belt. Infants reaching their second birthday after outbound flights will be required to purchase a Ticket and occupy a seat for continuing/return flights only.
- 5) Infant/child Seats: Children unable to sit upright with the seat belt fastened must be carried in an approved infant/child seat, if not being held by an Adult Passenger as a lap child. Infant/child seats:
 - a) Must be FAA approved and be clearly marked with the original NHTSA label.
 - b) Must be used in unoccupied aircraft seats and cannot be held in an adult's lap.
 - c) Cannot be used in an Exit Row.
 - d) Must remain properly secured to an aircraft seat at all times unless stored as a carry-on.

B) Children/Minors Traveling Unaccompanied

- 1) CO offers Unaccompanied Minor service for children/minors under age 18 who are not accompanied by a passenger who is at least 18 years old or a Parent/Legal Guardian. The policies for CO's Unaccompanied Minor service apply only to flights operated by CO. See Rule 18 regarding travel on or connection to flights operated by a carrier other than CO. Customers should review the rules for flights operated by another carrier and familiarize themselves with the policies regarding Unaccompanied Minors, which may differ from CO's policies for Unaccompanied Minor service.
- 2) Unaccompanied children under five (5) years of age are not accepted on flights operated by CO and Carriers doing business as Continental Express or Continental Connection.
- 3) CO's Unaccompanied Minor service is mandatory for unaccompanied children age five (5) to eleven (11) years old and optional for unaccompanied minors age 12 to 17 years old.

- 4) Except as provided in 13)B)5), unaccompanied children/minors are not accepted on flights operated by CO that connect to/from flights operated by a carrier other than CO and UA, including other CO codeshare partners.
 - 5) Unaccompanied children/minors age five (5) and older are accepted on flights operated by CO that connect to/from flights operated by United Airlines or United Express.
 - 6) Unaccompanied children age five (5) to seven (7) years old may only travel on nonstop or direct flights operated by CO and Carriers doing business as Continental Express or Continental Connection.
 - 7) Unaccompanied children age eight (8) to eleven (11) years old, and any other unaccompanied minors for whom the service fee is paid, may travel on nonstop, direct, and connecting flights operated by CO and Carriers doing business as Continental Express or Continental Connection, except on the last connecting flight of the day to their final destination unless the connecting flight is the only published service to that destination. Unaccompanied children/minors are not accepted on flights which require an overnight stay in order to make a connection.
 - 8) Unaccompanied children/minors must be brought to the airport of departure by a parent, legal guardian, or responsible adult who shall remain with the unaccompanied child(ren)/minor(s) until the unaccompanied child(ren)/minor(s) has boarded and the plane is airborne, and who shall confirm that the unaccompanied child(ren)/minor(s) will be met by another parent, legal guardian, or responsible adult upon deplaning at the final destination.
 - 9) The parent, legal guardian, or responsible adult receiving the unaccompanied child(ren)/minor(s) upon deplaning at the final destination may be required to complete and sign documentation relating to such unaccompanied child(ren)/minor(s).
 - 10) When two or more unaccompanied minors are traveling together, the most restrictive age requirement will apply.
 - 11) Proof of age may be required by CO.
- C) Unaccompanied Minor Service Fee
- 1) Service fees for Unaccompanied Minor service is subject to change at CO's discretion. Visit CO's website, www.continental.com, for current service fees and more information about CO's Unaccompanied Minor policies, as well as tips concerning children traveling alone.
 - 2) For purposes of this Rule, Unaccompanied Minor service includes reasonable supervision for Unaccompanied Minors from boarding until deplaning at the final destination.

RULE 14 SPECIAL SERVICES

- A) Definition of Non-Ambulatory under this Rule:
- 1) Persons who are unable to move themselves or need the support of another person to walk or move, but who are otherwise capable of caring for themselves without assistance throughout the flight are considered Non-Ambulatory.
 - 2) If a Passenger uses a wheelchair for convenience, the Passenger is not considered to be Non-Ambulatory.
 - 3) A child or infant is not considered to be Non-Ambulatory merely because of his/her age, except when requiring an Infant Transport System.
 - 4) If the Passenger can move himself/herself from his/her seat to the nearest emergency exit without the aid of another person, the Passenger is not considered to be Non-Ambulatory, regardless of the degree of impairment.
- B) Qualifications for Acceptance of Non-Ambulatory Passengers - Non-Ambulatory Passengers are accepted when accompanied by an assistant able to assist the Non-Ambulatory Passenger to evacuate the aircraft in accordance with 14 CFR Part 382.29. See Rule 21.
- C) Qualified Individual with a Disability - CO requires a Passenger, including a Qualified Individual with a Disability, to provide up to 48 hours' advance notice and one hour advance check-in for Domestic U.S. flights/two hours advance check-in for International flights if such Passenger wishes to receive any of the following service accommodations:
- 1) Transportation or an electric wheelchair on an aircraft with fewer than 60 seats.
 - 2) Provision by CO of hazardous materials packaging for a battery for a wheelchair or other assistive device.
 - 3) Accommodation for a group of ten or more Qualified Individuals with Disabilities who make reservations and travel as a group.
 - 4) Provision of an on-board wheelchair on an aircraft with more than 60 seats that does not have an accessible lavatory.
 - 5) Transportation of an emotional support or psychiatric service animal in the cabin.
 - 6) Provision by CO of carrier-supplied in-flight medical oxygen (if applicable).
 - 7) Use of a ventilator, respirator, Continuous Positive Airway Pressure (CPAP) machine, or Passenger's own Personal Oxygen Concentrator (POC).

D) Denied Boarding Compensation

- 1) If CO determines that an assistant is essential for safety, CO may require that a Passenger, including a Qualified Individual with a Disability, meeting any of the following criteria travel with an assistant as a condition of being provided air transportation:
 - a) A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from CO personnel, including the safety briefing required by 14 CFR, Part 121.571(a)(3), (a)(4) and 135.117(b);
 - b) A person with a mobility impairment so severe that the person is unable to physically assist in his or her evacuation of the aircraft; or
 - c) A person who has both severe hearing and severe vision impairments if the person cannot establish some means of communication with CO personnel adequate to permit the transmission of the required safety briefing.

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

EXCEPTION: For Passengers traveling to/from Canada, CO will accept a disabled person's determination of his/her self-reliance; or
- 2) If, because there is not a seat available on a flight for an assistant whom CO has determined to be necessary, a Qualified Individual with a Disability with only one confirmed reservation is unable to travel on the flight, the Qualified Individual with a Disability shall be eligible for denied boarding compensation in accordance with Rule 25. For purposes of determining whether a seat is available for an assistant, the assistant shall be deemed to have checked in at the same time as the Qualified Individual with a Disability.

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

RULE 15 MEDICAL SERVICES

- A) Onboard Medical Oxygen Service - CO may provide on-board medical oxygen service when requested in advance and only in limited markets in the Micronesia area. Contact CO to verify availability and conditions of service. CO is not liable for failure to provide this service in emergency or other circumstances beyond its control.
- B) Passenger-Provided Portable Oxygen Concentrators - Portable oxygen concentrators (POCs) approved by the Federal Aviation Administration (FAA) may be carried and used on board flights operated by CO worldwide, at no charge, in accordance with specific FAA requirements and the following conditions:
 - 1) Check www.continental.com for a list of specific POCs currently approved by the FAA.
 - 2) Other POCs brands and models may be carried in the cabin with batteries removed if they meet CO's carry-on size and weight requirements or they may be carried as checked baggage. CO may accept other brands and models for use on board in the future as they become approved by the FAA and CO.
 - 3) Customers must satisfy specific requirements prior to boarding the aircraft. The customer must:
 - a) provide advance notice in the reservation record that he/she is planning to use a POC on board the flight.
 - b) have a signed written Doctor's statement that:
 - (i) states the user of the POC has the physical and cognitive ability to see, hear and understand the device's aural and visual cautions and warnings and is able, without assistance, to take appropriate action in response to those cautions and warnings.
 - (ii) states whether or not oxygen use is medically necessary for all or a portion of the flight(s) listed on the customer's itinerary.
 - (iii) specifies the maximum oxygen flow rate in liters per minute corresponding to the pressure in the cabin of the aircraft under normal operating conditions.
 - (iv) states the expected total operating time (duration) of the POC in hours and minutes.
 - (v) will be reviewed at the airport prior to boarding and must be kept by the customer and provided upon request by CO personnel at any time during travel. Customers may use and print out the Medical Verification Statement available on CO's website, www.continental.com.
 - c) ensure that he/she has ample batteries to power the POC for the duration of his/her flight plus 3.0 additional hours to allow for unanticipated delays and any ground connection time where the POC is planned to be used. (NOTE: aircraft in -seat electrical power is not available for customer use with POCs).
 - d) ensure that all extra batteries are properly protected from short circuiting by either:
 - (i) having recessed battery terminals or;

- (ii) packing them so that the batteries do not contact metal objects including the terminals of other batteries.
 - 4) Failure to meet the requirements will result in denied use of the POC during travel. Customers planning on traveling with POCs are solely responsible for advising CO as soon as reservations are confirmed, regardless of whether the reservations were made through a travel agent, on the internet or directly with CO, in order to confirm specific requirements and to provide the airline with required information.
 - 5) When connecting to or from any flight other than a CO, Continental Express, Continental Connection or any interline flight, customer is responsible for notifying and making independent arrangements directly with the other airline.
 - 6) POCs are assistive devices for customers with disabilities. As such, they do not count toward carry-on or checked baggage limits, whether or not they are used on board. They must be able to fit underneath the seat or in an overhead storage compartment.
 - 7) CO is not liable for POC equipment failures, failure of the batteries that power the POC, or any other losses or damages alleged by the customer or any other person arising out of the use or possession of the POC, unless caused by the gross negligence or willful misconduct of CO.
- C) Medical Transport Services - These services are limited and provided only in the Micronesia region. Passengers must provide 48 hours' advance notice for these services (CO will make reasonable efforts to accommodate Passengers who fail to meet the 48-hour reservation/notification requirement, but will not be obligated to do so). Subject to CO's approval based upon the availability of space, appropriate equipment, aircraft type, and pursuant to the following conditions:
- 1) Passengers on Stretchers
 - a) Passenger must comply with CO's medical procedures;
 - b) Passenger must pay for all seats required for stretcher transportation as determined by CO;
 - c) Passenger must be accompanied by two assistants, provided at the Passenger's expense, one being a medical assistant/physician and the other a family member or guardian;
 - d) The cost of ambulance service, hospitalization and other ground services shall be paid by the Passenger;
 - e) The normal Baggage Allowance will apply to each fare paid; and
 - f) The loading and unloading of the stretcher Passenger is the responsibility of the stretcher Passenger's assistants and must be arranged by the Passenger at his or her own expense.
 - 2) Incubators and Infant Transport System (ITS)
 - a) The fee for ITS transport is six normal full adult economy fares;
 - b) The loading and unloading of the ITS will be handled by CO;
 - c) The cost of ambulance service, hospitalization and other ground services shall be paid by the Passenger;
 - d) ITS must be accompanied by physician or medical attendant to attend to the Passenger's inflight needs and who is provided at the Passenger's expenses; and
 - e) Passenger must comply with CO's medical procedures.
 - 3) All necessary medical documentation must be completed and provided to CO prior to flight.

RULE 16 SERVICE ANIMALS

- A) CO accepts for transportation, without charge, trained Service Animals for travel with a Qualified Individual with a Disability who requires the animal to assist them in the performance of necessary activities. The animals will be permitted to accompany the Passenger in the cabin, if they meet the conditions of acceptance noted below.
- B) Conditions of Acceptance
 - 1) CO shall accept as evidence that an animal is a Service Animal such items as identification cards, other written documentation, the type of harness or markings on the harness, tags, or other credible assurances of the Qualified Individual with a Disability using the animal.
 - 2) Service Animals must be properly harnessed and remain under the direct control of the Passenger. A Service Animal will be denied boarding or removed from the flight by CO if the animal cannot be contained by the passenger or otherwise exhibits behavior that poses a threat to the health or safety of other passengers or a significant threat of disruption.
 - 3) Certain Service Animals, such as various breeds of monkeys, must be small enough and confined to sit in the Passenger's lap or in the space under the seat without invading another Passenger's seat area during the entire flight. If no other seat accommodation can be made and the animal is too big to fit safely in the cabin, the Service Animal must be checked as baggage.

- 4) Passengers with Service Animals will not be seated in emergency exit rows. They may not obstruct an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation.
 - 5) A Passenger requesting to travel with an animal that is used as an emotional support or psychiatric Service Animal will be required to provide to CO current documentation (i.e., not older than one year from the date of the Passenger's scheduled initial flight) on the letterhead of a licensed mental health professional stating the following: (1) the passenger has a mental or emotional disability recognized in the Diagnostic and Statistical Manual of Mental Disorders-Fourth Edition (DSMIV); (2) the Passenger needs the emotional support or psychiatric Service Animal as an accommodation for air travel and/or for activity at the Passenger's destination; (3) the individual providing the assessment is a licensed mental health professional and the Passenger is under his or her professional care; and (4) the date and type of the mental health professional's license and the state or other jurisdiction in which it was issued. CO reserves the right to authenticate any documentation presented.
- C) CO accepts for transportation, without charge, a properly harnessed dog trained in explosive detection, drug search, and rescue, or other specific functions, when accompanied by its handler on official emergency business as authorized by an appropriate federal, state, or local government agency. The dog will be permitted to accompany its handler into the cabin, but not to occupy a seat.
 - D) Local regulations at the Passenger's final or intermediate destination(s) may apply and impose further requirements or restrictions, including but not limited to, carriage in the passenger cabin, limitations on the designation of Service Animals to dogs only, or the non-recognition of emotional support animals as trained and qualified Service Animals.
 - E) The Passenger assumes full responsibility for the safety, well-being, and conduct of its Service Animal, including the interaction of the Service Animal with other Passengers who may come in contact with the animal while on board the aircraft, and for compliance with all governmental requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state, or territory from and/or to which the animal is being transported.

RULE 17 GROUND TRANSFER SERVICE

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

RULE 18 SERVICE PROVIDED BY CONTINENTAL CONNECTION, CONTINENTAL EXPRESS AND OTHER CODESHARE PARTNERS

- A) CO has arrangements with certain other carriers to enable CO to provide Codeshare services to Passengers on flights operated by these carriers. Transportation provided by CO under a Codeshare arrangement with these carriers is designated by a flight number that includes CO's two-letter airline designator code, "CO".
- B) For Codeshare services on flights operated by another carrier, CO is responsible for the entirety of the Codeshare journey for all obligations to Passengers established in these rules. The rules contained herein with respect to ticketing will apply to CO Codeshare services on flights operated by partner airlines. However, each Codeshare partner has rules with respect to the operation of its own flights, and some may differ from CO's rules for flights operated by CO. Those rules are incorporated herein by reference and form a part of this Contract of Carriage. The rules with respect to operations that may differ between CO and its partners include, but are not limited to:
 - 1) check-in time limits;
 - 2) unaccompanied minors;
 - 3) carriage of animals;
 - 4) refusal to transport;
 - 5) oxygen service;
 - 6) irregular operations;
 - 7) denied boarding compensation;
 - 8) baggage acceptance, allowance and liability;
 - 9) smoking.

CO's website, www.continental.com, contains a list of the carriers that operate flights for Codeshare service provided by CO and provides links to each of their contracts of carriage. More information can also be obtained by calling Continental at 800-523-FARE (800-523-3273). Customers should review the rules for flights operated by another carrier under a Codeshare agreement and familiarize themselves with such things as flight check-in requirements and policies regarding unaccompanied minors, carriage of animals, refusal to transport, oxygen services, irregular operations, denied boarding compensation and baggage acceptance among others.

- C) When another foreign or U.S. Codeshare partner operates a flight on which CO's designator code "CO" appears, the operating carrier's contingency plan for lengthy tarmac delays will apply to that flight.
- D) CO will advise Passenger at the time of Passenger's initial inquiry when a CO flight is operated by another carrier under a Codeshare arrangement.

RULE 19 TRAVEL DOCUMENTS

- A) Each Passenger desiring transportation across any international boundary is responsible for obtaining and presenting all necessary travel documents, which shall be in good condition, and for complying with the laws of each country flown from, through or into which he/she desires transportation. CO reserves the right to seek reimbursement from the Passenger for any loss, damage, or expense suffered or incurred by CO by reason of such Passenger's failure to do so. CO is not liable for any assistance or information provided by any employee or agent of CO to any Passenger relating to such documents or compliance with such laws, or for the consequences to any Passenger resulting from his/her failure to obtain and present such documents, which shall be in good condition, or to comply with such laws. Where legally permitted, CO reserves the right to hold, photocopy or otherwise reproduce a travel document presented by any Passenger. CO also reserves the right to deny boarding to any Passenger whose necessary travel documents are not in good condition or which otherwise do not comply with laws of the specific country the Passenger is departing from, transiting through, or traveling to.
- B) Subject to applicable laws and regulations, the Passenger must pay the applicable fare whenever CO, on government order, is required to return a Passenger to his/her point of origin or elsewhere due to the Passenger's inadmissibility into/or deportation from a country. The fare will be the applicable fare in effect at the time of the original Ticket's issuance. Any difference between the applicable fare and the fare paid will be collected from or refunded to the Passenger, as the case may be. CO will apply to the payment of such fares any funds paid by the Passenger for unused carriage or any funds of the Passenger in possession of CO. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by CO unless the law of such country requires that the fare be refunded.
- C) Australian Electronic Travel Authority (ETA): Effective February 9, 2005 CO will collect a 20 USD non-refundable service fee for the issuance through Continental of Australia's Electronic Travel Authority (ETA).

The fee will be collected only for the request of:

- 1) A Visitor/Tourist (Type V) ETA; - Traveling for tourism for a visit up to three months per visit within a 12-month period.
- 2) A Business Entrant-Short Validity (Type BS) ETA; - Traveling on business for a one-time visit up to three months from date of arrival.

Note: The Business Entrant-Long Validity (Type VL) ETA fee of 65 USD that has always been required remains in effect and must be paid with a credit card at booking time through the ETA system only.

- D) This Rule and its limitations includes, but is not limited to, Travel Documents related to travel by minors. Some countries require special documents for minors traveling with only one parent to/from an international destination.

RULE 20 SCREENING OF PASSENGERS AND BAGGAGE

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

RULE 21 REFUSAL TO TRANSPORT

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

- A) Breach of Contract of Carriage – Failure by Passenger to comply with the Rules of the Contract of Carriage.

- B) Government Request or Regulations – Whenever such action is necessary to comply with any government regulation, security directive, or any governmental request for emergency transportation in connection with the national defense.
- C) Force Majeure and Other Conditions – Whenever such action is necessary or advisable by reason of weather or other conditions beyond CO’s control including, but not limited to, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, terrorist activities, or disturbances, whether actual, threatened, or reported.
- D) Search of Passenger or Property – Whenever a Passenger refuses to submit to electronic surveillance or to permit search of his/her person or property.
- E) Proof of Identity – Whenever a Passenger refuses on request to produce identification satisfactory to CO or who presents a Ticket to board and whose identification does not match the name on the Ticket. CO will require identification of persons purchasing Tickets and/or presenting a Ticket(s) for the purpose of boarding the aircraft.
- F) Failure to Pay – Whenever a Passenger has not paid the appropriate fare for a Ticket, Baggage, or applicable service charges for services required for travel, or produced satisfactory proof to CO that the Passenger is an authorized non-revenue Passenger or has engaged in a prohibited practice as specified in Rule 6.
- G) Across International Boundaries – Whenever a Passenger is traveling across any international boundary if:
 - 1) The government required travel documents of such Passenger appear not to be in order according to CO's reasonable belief; or
 - 2) Such Passenger’s embarkation from, transit through, or entry into any country from, through, or to which such Passenger desires transportation would be unlawful or denied for any reason.
- H) Safety – Whenever refusal or removal of a Passenger may be necessary for the safety of such Passenger or other Passengers or members of the crew including, but not limited to:
 - 1) Passengers whose conduct is disorderly, offensive, abusive, or violent;
 - 2) Passengers who fail to comply with or interfere with the duties of the members of the flight crew, federal regulations, or security directives;
 - 3) Passengers who assault any employee of CO, including the gate agents and flight crew, or any CO Passenger;
 - 4) Passengers who, through and as a result of their conduct, cause a disturbance such that the captain or member of the cockpit crew must leave the cockpit in order to attend to the disturbance;
 - 5) Passengers who are barefoot or not properly clothed;
 - 6) Passengers who appear to be intoxicated or under the influence of drugs to a degree that the Passenger may endanger the Passenger or another Passenger or members of the crew;
 - 7) Passengers wearing or possessing on or about their person concealed or unconcealed deadly or dangerous weapons; provided, however, that CO will carry law enforcement personnel who meet the qualifications and conditions established in U.S.F.A.R. 108.11;
 - 8) Passengers who are unwilling or unable to follow CO’s policy on smoking or use of other smokeless materials;
 - 9) Passengers who are unable to sit in a single seat with the seat belt properly secured, unless they comply with Rule 6 I);
 - 10) Passengers who are manacled;
 - 11) Passengers who have resisted or may reasonably be believed to be capable of resisting custodial supervision;
 - 12) Pregnant Passengers expecting delivery within seven days, unless such Passenger provides a doctor’s certificate dated no more than 72 hours prior to departure stating that the doctor has examined and found the Passenger to be physically fit for air travel to and from the destination requested on the date of the flight and that the estimated date of delivery is after the date of the last flight;
 - 13) Passengers who are incapable of completing a flight safely, without requiring extraordinary medical assistance during the flight, as well as Passengers who appear to have symptoms of or have a communicable disease or condition that could pose a direct threat to the health or safety of others on the flight. (NOTE: CO requires a medical certificate for Passengers who wish to travel under such circumstances. Visit CO’s website, www.continental.com, for more information regarding CO’s requirements for medical certificates);
 - 14) Passengers who fail to travel with the required safety assistant(s) pursuant to Rules 14 and 15;
 - 15) Passengers who do not qualify as acceptable Non-Ambulatory Passengers. See Rule 14.
NOTE: The activities enumerated in H) 1) through 8) shall constitute a material breach of contract, for which CO shall be excused from performing its obligations under this contract. In addition, CO reserves the right to seek reimbursement from any Passenger who, by reason of engaging in the above activities, causes CO any loss, damage or expense.

- D) A Passenger who is removed or refused transportation in accordance with this Rule may be eligible for a refund upon request. See Rule 27 A).

RULE 22 SMOKING POLICY

Smoking (including use of electronic simulated smoking materials and smokeless cigarettes) is not permitted on any flights operated by CO. Use of betel nut (i.e., betel chewing) is prohibited on all flights operated by Continental Micronesia, Inc. Federal law also prohibits smoking in an airplane lavatory and tampering with, disabling, or destroying any smoke detector installed in any airplane lavatory. By purchasing a ticket or accepting transportation, the Passenger agrees to comply with CO's policy on smoking and use of other smokeless materials, as well as applicable federal law, and CO reserves the right to seek reimbursement from any Passenger whose failure to do so causes CO any loss, damage or expense.

RULE 23 BAGGAGE

- A) General Conditions of Acceptance - Passengers may check Baggage for carriage in the cargo compartment of the aircraft and/or may carry Baggage on board the aircraft subject to provisions in this Rule. CO will accept Baggage subject to the following conditions:
- 1) Passengers must present a valid Ticket for transportation over the lines of CO or over the lines of CO and one or more other carriers with which CO has an Interline Transportation agreement.
 - 2) CO has the right to refuse to transport Baggage on any flight other than the one carrying the Passenger.
 - 3) CO will refuse to accept property for transportation when the size, weight, character or type of packaging renders it unsuitable for transportation on the particular aircraft which is to transport it, or when the property cannot be accommodated without harming or annoying Passengers.
 - 4) All Baggage or other property for which CO assumes custody and for which it issues a Baggage Claim Check shall be deemed acceptable for transportation by air.
 - 5) Baggage will not be checked:
 - a) To a point that is not on the Passenger's Routing;
 - b) Beyond the Passenger's next point of Stopover or, if there is no Stopover, beyond the final Destination of the Ticket;
 - c) Beyond a point at which the Passenger wants to reclaim the Baggage or any portion thereof;
 - d) Beyond a point to which all applicable charges have been paid;
 - e) Beyond a point at which the Passenger is to Transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the Passenger is scheduled to arrive;
 - f) More than four hours prior to Passenger's scheduled flight departure (except certain flights departing from GUM); or
 - g) To an intermediate point unless the intermediate point to which the Baggage is to be checked is a permissible Stopover point at the fare paid (except if the Passenger is making a connection to the first available CO flight departing from such intermediate point and the connection exceeds four hours, the Passenger may reclaim his/her Baggage at such intermediate connecting point).
 - 6) CO has the right to refuse to accept Baggage without a signed release of liability from the Passenger if the Passenger fails to present the Baggage within the Check-in time limits specified in Rule 5D).
 - 7) It is the Passenger's responsibility to attach proper identification to Baggage, and CO is not liable for a Passenger's failure to do so.
 - 8) Checked Baggage will generally be carried on the same aircraft as the Passenger unless such carriage is deemed impractical by carrier, in which event the carrier will make arrangements to transport the Baggage on the next flight on which space is available.
 - 9) For flights operated by another carrier as part of CO's Codeshare services, the applicable baggage rules for that partner's flight apply and supersede CO's normal Baggage Allowance rules that otherwise would be applicable. See Rule 18 for more information on application of these rules to Codeshare services provided by CO on flights operated by a carrier other than CO.
- B) Baggage Allowance - When a Passenger presents a valid Ticket for transportation between points on CO, transportation of the Passenger's Baggage between such points will be subject to the terms and conditions of this Rule, as well as the Additional Liability Limitations found in Rule 28. For purposes of this Rule, "Baggage Allowance" is defined as the number of pieces of Baggage that will be carried subject to payment of applicable service fee(s), either as Checked Baggage or Carry-on Baggage, provided such Baggage meets the specified Maximum Outside Linear Dimensions and maximum weight of each piece.

- 1) Checked Baggage Allowance - CO will accept up to two pieces of Checked Baggage with a maximum weight of 50 pounds (22.7kg) and a Maximum Outside Linear Dimension of 62 inches (157cm) subject to payment of the applicable service fee(s). First and second Checked Baggage service fees vary depending on the type of fare purchased, date of purchase, date of travel, active military status, the Passenger's itinerary (e.g., domestic or international), and/or when and where baggage is checked and the applicable service fee is paid (e.g., checked and pre-paid at continental.com or at the airport). See www.continental.com for more information concerning CO's Baggage service fees. In addition, the following provisions apply for Checked Baggage:
 - a) CO may, at its sole discretion, change, consider and make exceptions to its Baggage Allowance policy (e.g., to the number, size, weight, type, and/or applicable service fees charged) for certain OnePass members, First Class and BusinessFirst customers, certain credit card holders, active military personnel, and/or other Passengers depending on the fare class purchased. Visit CO's website, www.continental.com for more information concerning CO's Baggage policy and applicable service fee(s).
 - b) Applicable Baggage service fee(s) paid are non-refundable. A Passenger who does not travel as a result of a cancellation, Change in Schedule, or Schedule Irregularity caused by CO, will be eligible for a refund upon request. See Rule 27 (C).
 - c) CO may allow certain sporting equipment to be checked in lieu of one piece of Baggage. See Rule 23 E) 9) or visit CO's website, www.continental.com, for more information about sporting equipment service fees and restrictions.
 - d) Boxes are not accepted as Checked Baggage on flights operating as Continental Express and Continental Connection to the Caribbean, Central America, and Mexico.
 - e) For travel to, from or within Micronesia, Baggage is limited to two checked bags, 1 checked bag and 1 checked box or 1 checked bag and 1 checked cooler not to exceed Maximum Outside Linear Dimensions of 62 linear inches (157 cm) and 50 pounds (22.7 kg).
- 2) Carry-on Free Baggage Allowance - CO will accept one piece of Carry-on Baggage free of charge, which, for purposes of this Rule, is referred to as the "Carry-on Free Baggage Allowance", and one personal item such as a large shoulder bag, large backpack, briefcase, laptop bag or item of similar size. Carry-on Baggage is subject to Maximum Outside Linear Dimensions of 45 inches (114 cm), which is measured by adding the width + length + height. Carry-on Baggage suspected of being oversized may require being placed into a sizing unit to determine acceptability. Carry-on Baggage may be stored in carry-on compartments of the aircraft if so equipped, or it must be retained in the Passenger's custody and stored under a seat or in an overhead compartment approved for the carriage of such Baggage. Carry-on Baggage is subject to the following additional conditions:
 - a) Operations, space constraints, security directives and/or other safety considerations may require limitations to the allowable Carry-on Baggage on a specific flight.
 - b) CO reserves the right in its sole and absolute discretion to determine the suitability and place of storage of any items to be carried in the cabin of the aircraft.
 - c) CO reserves the right to check a Passenger's Carry-on baggage for any reason, including if the Carry-on Baggage cannot be safely stowed.
 - d) In addition to the Carry-on Free Baggage Allowance listed above, the following items do not count toward the one Carry-on plus one personal item:
 - (i) An overcoat or wrap.
 - (ii) An umbrella.
 - (iii) A reasonable amount of reading material.
 - (iv) A pet carrier (fees apply) (the carrier must be small enough to fit underneath the seat without blocking any person's path to the main aisle of the aircraft, and it must be stowed properly before the forward customer entry door to the aircraft is closed.)
 - (v) A collapsible wheelchair.
 - (vi) An infant/child restraint seat meeting FAA Approval Standards.
 - (vii) A camera.
 - (viii) A diaper bag.
 - (ix) A limited amount of Airport Duty Free items, merchandise purchased in the airport, or food. These items must be stowed in the same manner as Carry-on Baggage.
 - (x) Assistive devices (a cane, one set of crutches, prescription medications and any medical devices needed to administer the medications, a Portable Oxygen Concentrator (POC), etc.). These items must be stowed in the same manner as Carry-on Baggage.
- 3) Baggage Allowance for Children:

- a) Children paying at least 50 percent of an Adult fare or a published Child's fare receive the same Baggage Allowance as Adults;
 - b) Children carried without charge will not be granted a Baggage Allowance;
 - c) Infants paying at least 10 percent of an Adult Fare will be granted a Baggage Allowance of one stroller and one car seat and one other piece with Maximum Outside Linear Dimensions of 45 inches (115 cm) and a maximum weight of 50 pounds (22.7 kg). NOTE: If the Infant's Baggage Allowance is exceeded, the excess will become part of the fare paying Adult's Baggage Allowance and all restrictions and excess charges will apply.
- 4) Passenger Reroutes - A Passenger rerouted in accordance with Rule 24 will be entitled to the maximum Baggage Allowance applicable for the trip originally purchased, regardless of whether the Passenger is transferred to a different class of service or whether the Passenger is entitled to a fare refund.
 - 5) Pooled Baggage - When two or more Passengers traveling together to the same Destination on the same flight present themselves and their Baggage at the same time and place, their maximum Baggage Allowance will be the sum of their individual maximum Baggage Allowances. Baggage in excess of the combined Baggage Allowance will be subject to the applicable Excess Baggage Charges.
- C) Excess and Oversize/Overweight Baggage Limits and Charges
- 1) Except as otherwise provided in the terms of this Contract of Carriage or by law, articles transported as Checked Baggage may not exceed the Maximum Outside Linear Dimensions of 115 inches (292 cm) or a maximum weight of 99.9 pounds (45.3 kg).
 - 2) CO may, in its sole discretion, change, consider or make exceptions to its Excess or Oversize/Overweight Baggage policy (e.g., to the number, size, weight, type and/or applicable service fees charged).
 - 3) Charges apply for Excess and Oversize/Overweight Baggage, in addition to applicable Baggage service fee(s) required to be paid pursuant to CO's general Baggage Allowance policy. These charges apply each way (i.e., based on a one-way trip) and are cumulative (i.e., Baggage that is excess and also oversized and/or overweight will be subject to both Excess Baggage *and* Oversize/Overweight Baggage charges).
 - 4) Excess and Oversize/Overweight Baggage charges may vary depending on the type of fare purchased, date of purchase, date of travel, active military status, the Passenger's itinerary (e.g., domestic or international), and/or when and where Baggage is checked and the applicable service fee is paid (e.g., checked and pre-paid at continental.com or at the airport). See below or visit the "Baggage Information" section of CO's website (www.continental.com) for more information concerning CO's Excess and Oversize/Overweight Baggage charges.
 - 5) CO's acceptance of Excess and Oversize/Overweight Baggage shall be on a space-available basis only, and shall be subject to the load capacities of the aircraft in use.
 - 6) CO will not accept more than four articles as Checked Baggage that are overweight, oversize or a combination thereof.
 - 7) Excess and/or Oversize/Overweight Baggage charges will apply from the point at which Baggage is accepted for transportation to the point at which Baggage is checked or transported in the Passenger compartment. Baggage connecting to other airlines also may be subject to the connecting airline's Excess and/or Oversize/Overweight Baggage charges, in addition to CO's Excess and/or Oversize/ Overweight Baggage charges.
 - 8) Excess Baggage Embargos – Excess and Oversize/Overweight Baggage may not be accepted on flights to/from certain destinations during certain specified dates (usually holiday periods). During an embargo period when no extra baggage is accepted, only one box/cooler per Passenger will be accepted as Checked Baggage in the Baggage Allowance in lieu of one suitcase, provided the box is suitable for normal handling and meets the weight and size requirements. Contact CO Reservations or visit the "Baggage Information" section of CO's website (www.continental.com) for more information on Excess Baggage embargos, including a list of cities and effective dates.
 - 9) Additional Limits on Excess and Oversize/Overweight Baggage for Certain International Travel
 - a) For travel between the U.S.A./Canada and points in Mexico (except during embargo periods) upon payment of the applicable Excess Baggage charges:
 - (i) Leon - one article of Baggage in excess of the Baggage Allowance will be accepted.
 - (ii) Guadalajara, Mexico City and Veracruz – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - (iii) Mexico on flights operating as Continental Express - one article of Baggage in excess of the Baggage Allowance will be accepted.
 - (iv) Mexico (all other cities and flights) – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.

- b) For travel between the U.S.A./Canada and points in the Caribbean (except during embargo periods) upon payment of the applicable Excess Baggage charges:
 - (i) Dominican Republic, Tortola, British Virgin Islands - No Baggage in excess of the Baggage Allowance will be accepted.
 - (ii) Caribbean on flights operating as Continental Express or Continental Connection - one article of Baggage in excess of the Baggage Allowance will be accepted.
 - (iii) Jamaica – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - (iv) Trinidad - one article of Baggage in excess of the Baggage Allowance will be accepted.
 - (v) Caribbean (all other flights) - up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - c) For travel between the U.S.A./Canada and points in Central America/Panama (except during embargo periods) upon payment of the applicable Excess Baggage charges:
 - (i) Belize and/or Costa Rica – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - (ii) Honduras:
 - a. Tegucigalpa - No Baggage in excess of the Baggage Allowance will be accepted.
 - b. San Pedro Sula and Roatan – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - (iii) To El Salvador - No Baggage in excess of the Baggage Allowance will be accepted.
 - (iv) From El Salvador – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - (v) Central America/Panama on flights operating as Continental Express - one article of Baggage in excess of the Baggage Allowance will be accepted.
 - (vi) (Applicable for travel between the U.S.A./Canada and Central America/Panama (all other flights) – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - d) For travel between the U.S.A./Canada and South America (except during embargo periods) upon payment of the applicable Excess Baggage charges:
 - (i) Peru, Venezuela and Colombia - No Baggage in excess of the Baggage Allowance will be accepted.
 - (ii) Brazil – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - (iii) Ecuador – up to two articles of Baggage in excess of the Baggage Allowance will be accepted.
 - (iv) South America (all other flights) – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - e) For travel between Panama and Ecuador – up to two articles of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the applicable Excess Baggage charges.
 - f) For travel between the U.S.A./Canada and the Philippines – up to three articles of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the applicable Excess Baggage charges. Additional articles may be carried as airfreight only and subject to applicable freight rates and availability.
 - g) For travel to/from Micronesia - No Baggage in excess of the Baggage Allowance will be accepted.
- 10) Excess Baggage Charges - Passengers will be charged the following fees per permissible Excess Baggage piece:
- a) Area 1
 - (i) Within the U.S.A.: USD 100/CAD 100
 - (ii) Between the U.S.A. and points in Canada: USD 100/CAD 100
 - (iii) Between the U.S.A./Canada and points in Mexico: USD 150/CAD 150
 - (iv) Between the U.S.A./Canada and points in the Caribbean: USD 150/CAD 150
 - (v) Between the U.S.A./Canada and points in Central/South America: USD 150/CAD 150
 - (vi) Between points in Colombia and Ecuador: USD 55
 - (vii) Between points in Panama and Ecuador: USD 55
 - b) For travel between the U.S.A./Canada and Puerto Rico/U.S. Virgin Islands, no more than three articles of Baggage in excess of the Baggage Allowance will be accepted for transportation.
 - c) Area 2 and Area 3 via the Atlantic
 - (i) Between the U.S.A./Canada and points in Area 2 and Area 3 via the Atlantic: USD 200/CAD 200
 - a. Between points in Mexico and London: USD 200

- (ii) Excess piece charges for travel from a Country in Area 2 or 3 to U.S.A.: To determine the charges, the USD amounts in above paragraphs must be converted into the local currency at the Banker's Buying Rate of exchange.
 - d) Area 3 via the Pacific
 - (i) Between the U.S.A./Canada and points in Area 3 via the Pacific: USD 200/CAD 200
 - (ii) Excess piece charges for travel from a Country in Area 3 to U.S.A.: To determine the charges, the USD amounts in above paragraphs must be converted into the local currency at the Banker's Buying Rate of Exchange.
- 11) Oversize/Overweight Baggage Charges for Domestic, Between U.S.A. and Canada, Between U.S.A./Canada and Puerto Rico/U.S. Virgin Islands.

For purposes of this Rule, Oversize/Overweight Baggage is defined as a piece of Baggage with Maximum Outside Linear Dimensions exceeding 62 inches (157 cm) or with weight exceeding 50 lbs (22.7 kg). If any single piece of Baggage exceeds the Maximum Outside Linear Dimensions and/or weight limits set forth in this Rule, the charge for the Oversize/Overweight Baggage will be:

 - a) over 62"-115" (157 – 292 cm): 100 USD/100 CAD
 - b) over 50-70 lbs. (22.7-31.8 kg): 100 USD/100 CAD
 - c) over 70-99.9 lbs (31.8-45.3 kg): 200 USD/200 CAD
 - d) over 62"-115" (157 – 292 cm) and over 50-70 lbs. (22.7-31.8 kg): 200 USD/200 CAD
 - e) over 62"-115" (157 – 292 cm) and over 70-99.9 lbs (31.8-45.3 kg): 300 USD/300 CAD
- 12) Oversize/Overweight Baggage Charges for travel Between U.S.A./Canada and all other Destinations (except Domestic, Canada, Between U.S.A. and Canada, Between U.S.A./Canada and Puerto Rico/U.S. Virgin Islands).

For purposes of this Rule, Oversize/Overweight Baggage is defined as a piece of Baggage with Maximum Outside Linear Dimensions exceeding 62 inches (157 cm) or with weight exceeding 50 lbs (22.7 kg). If any single piece of Baggage exceeds the Maximum Outside Linear Dimensions and/or weight limits set forth in this Rule, the charge for the Oversize/Overweight Baggage will be a percentage of the excess piece charges above.

 - a) over 62"-115" (157 – 203 cm): 200 USD/200 CAD
 - b) over 50-70 lbs. (22.7-31.8 kg): 200 USD/200CAD
 - c) over 70-99.9 lbs. (31.8-45.3 kg): 400 USD/400 CAD
 - d) over 62"-115" (157 – 203 cm) and over 50-70 lbs. (22.7-31.8 kg): 400 USD/400CAD
 - e) over 62"-115" (157 – 203 cm) and over 70-99.9 lbs. (31.8-45.3 kg): 600 USD/600 CAD
- 13) Declaration of Higher Value for Checked Baggage
 - a) A Passenger may, when checking in for a flight and presenting Baggage to be checked for transportation, declare a value higher than the maximum limitation of liability amount specified herein subject to the conditions and charges below, in which event CO's liability shall not exceed the declared higher value.
 - b) CO's higher valuation may be purchased at the one-way rate of 1 USD/1 CAD per 100 USD/100CAD of declared higher value, but total declared value may not exceed 5,000 USD/5,000 CAD.
 - c) Except for certain International Carriage subject to the terms of the Montreal Convention, declaration of higher value shall not apply to sporting equipment, golfing equipment, bicycles, personal human transporters, musical instruments or musical instrument cases or strollers.
 - d) CO has the discretion to not accept Baggage of any one Passenger having a declared value higher than 5,000 USD/5,000 CAD, unless special arrangements have been made in advance by the Passenger with CO.
 - e) When personal property, including Baggage, is tendered for transportation via two or more carriers with different maximum limits on declared value, the lowest limit for any such carrier shall apply to all carriers participating in such transportation.
 - f) Excess value charges will be payable on a one-way basis at the point of Origin for the entire journey to the final Destination, provided that, if at a Stopover en route, a Passenger declares a higher excess value than that originally declared, additional value charges for the increased value from Stopover to the final Destination will be due from the Passengers. EXCEPTION: Excess value charges will be due from the Passenger to CO only to the point to which the Baggage is checked, or to the point of Transfer to another carrier, if such point is before the point to which Baggage is checked.
- D) Cabin Baggage Requiring a Seat - When a Passenger requests that an item be carried in the Passenger cabin of the aircraft as Cabin Baggage, and it is determined by CO in its sole and absolute discretion that the item is acceptable in the cabin but is so fragile and/or bulky as to require the use of a seat, the items will be accepted and considered Cabin Baggage. Examples include, but are not limited to, large or valuable musical instruments, media cameras, artifacts,

garment bags, and similar items of a delicate nature or unusual size. The following provisions apply to Cabin Baggage requiring a seat:

- 1) Ticketed items are subject to thorough inspection.
- 2) Such items must be able to withstand the rigors of flight and should be packaged or covered, as necessary, to prevent contents from escaping and to avoid possible injury to other passengers.
- 3) Ticketed items must be carried aboard the aircraft and strapped in a seat using the seatbelt securely (eliminating the possibility of shifting).
- 4) The weight of the items is not to impose any load on these seats or floor structure that exceeds the load limitations for these components or the maximum weight of a heavy checked bag.
- 5) No article secured to a seat may obstruct access to, or use of, any emergency or regular exit; block or protrude into any aisle or exit path; or obstruct any passenger's view of the overhead fasten seatbelt and no smoking signs or any required exit sign or video monitor/screens.

NOTE: Due to the cabin configuration and FAA regulations, Cabin Baggage locations may vary.

- 6) No article may be secured in an emergency exit seat.
 - 7) A seat for ticketed Cabin Baggage must be reserved in advance and the applicable charges must be paid.
 - 8) CO will charge 100 percent of the applicable Adult fare for the portion of the trip on which the extra seat is used. The Cabin Baggage will not be included in determining Baggage Allowance or Excess Baggage Charges.
- E) Special Items - Special items listed below will be accepted as Baggage by CO in accordance with the following provisions and/or service charges specified. Charges prescribed in this Rule are based on a one-way trip and are applicable from the point at which the item is accepted to the point to which the item is transported. Where an item is not included in the Baggage Allowance, it will be subject to both the Excess Baggage Charge (but not Oversize/Overweight Baggage charges) and the service charges below.
- 1) Antlers (Applicable for Domestic and travel between the U.S.A. and Canada) - Subject to the conditions and charges specified below, antlers retained as hunting trophies will be accepted as Checked Baggage, if aircraft size and load conditions permit. Except for certain International Carriage subject to the terms of the Montreal Convention, CO is not liable for the loss of, damage to or delay in delivery of Antlers.
 - a) Antlers will not be included in determining the Baggage Allowance and will be subject to a service charge of USD 100/CAD 100 per item for domestic travel, and USD 200/CAD 200 for international travel. One service charge applies when smaller antlers are nestled inside larger antlers and strapped together.
 - b) Antlers must be as free of residue as possible.
 - c) The skull must be wrapped and tips protected.
 - d) Maximum Outside Linear Dimensions must not exceed 120 inches.
 - e) The Passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the county, state or territory to and from which the antlers are being transported.
 - 2) Bassinets and Infant carrying seats - An Infant bassinet or carrying seat (approved in accordance with US FAR 121.311), including car seats approved for airline travel, will be accepted for use in the Passenger compartment only when an additional seat is reserved for the Infant, a Ticket is purchased, and the Infant carrying seat (bassinet or car seat) can be secured properly by a seat belt.
 - 3) Battery Powered Hand Tools -Battery Powered Hand Tools will be accepted as Checked Baggage subject to the conditions specified below:
 - a) The battery must be removed from the Powered Hand Tool to prevent the tool from becoming engaged.
 - b) Except for certain International Carriage subject to the terms of the Montreal Convention, CO is not liable for loss, damage or delay in delivery of Battery Powered Hand Tools.
 - 4) Duffel bags, B-4 bags, and Sea bags -See Checked Baggage Allowance.
 - 5) Firearms - See also sporting equipment. Unloaded, non-sporting firearms and ammunition will be accepted as Checked Baggage only when permitted by governmental regulations. Advance arrangements must be made.
EXCEPTION: A law officer will be permitted to carry a firearm onboard the aircraft in compliance with applicable federal, state law or governmental regulations provided advance notice is received by CO. Exception: A law officer will not be permitted to carry a firearm onboard the aircraft for travel to/from Denmark.
 - 6) Fragile or Perishable Items
 - a) Fragile and perishable items include, but are not limited to, examples in Limitation of Liability, Rule 28 C) 8).
 - b) Upon request and subject to operational needs or space availability, a fragile or perishable item may be carried in a seat subject to the provisions and applicable charges in D) above.

- c) A fragile or perishable item may be accepted as Checked Baggage in accordance with this Rule only if it is packaged appropriately (e.g., in an original, factory-sealed carton, in a cardboard mailing tube, in a container/case designed for shipping such item or packed with protective internal material).
 - d) Except for certain International Carriage subject to the terms of the Montreal Convention, CO is not liable for loss or damage of contents or delay in delivery which result from the unsuitability of such item(s) as Checked Baggage and/or the inadequacy of its packaging and not from the carrier's failure to exercise the ordinary standard of care.
 - e) CO is not liable for damage to a customer's Carry-on Baggage or other in-cabin property that contains fragile or perishable items when such damage is caused by the fragile or perishable items. Customers are responsible for all damage caused by their property, whether such damage is to their own property or to someone else's property.
 - f) Seafood - Subject to the conditions below, seafood will be included in determining the Checked Baggage Allowance. Seafood is subject to applicable excess, overweight and/or oversize charges. CO is not liable for seafood.
 - (i) Seafood will be accepted only if it is wrapped in a sealed protective material and packed in a leak-proof container.
 - (ii) Seafood will not be accepted if packed in wet ice.
 - (iii) Seafood will not be accepted if packed in a Styrofoam container.
 - g) CO will not accept wet ice or items containing wet ice as Checked Baggage.
 - h) CO will not accept wet ice or items containing wet ice as Carry-on Baggage.
 - i) CO will not accept perishable items packed in Styrofoam containers.
 - j) For travel to, from or within Micronesia, perishable items will only be accepted for transportation if within the Checked Baggage Allowance.
- 7) Musical Instruments - Musical instruments will be carried as Checked Baggage. Musical instruments will be included in determining the Baggage Allowance, and when in excess (over 2 checked items), overweight or oversize (90 linear inches – 116 linear inches is considered oversized for musical instrument items) such item will be subject to the Excess Baggage Charge. Stringed Double Bass instruments will be accepted up to 99.9 lbs/116 linear inches for a service charge of USD 100 (overweight and oversize fees will not apply if service charge is collected). Except for certain International Carriage subject to the terms of the Montreal Convention, CO is not liable for damage to musical instruments or musical instrument cases.
- 8) Restricted Articles
- a) Any articles deemed a hazardous material pursuant to DOT Hazardous Materials Regulations (49 CFR 171-177), the IATA Dangerous Goods Regulations and revisions and reissues thereof (hereinafter the "Haz-Mat Regulations") will only be accepted subject to advance arrangements and compliance with the Haz-Mat Regulations. (NOTE: Any obligations of CO which may arise under this Rule or Rule 28 are not applicable when undeclared articles deemed hazardous material are discovered in checked baggage and confiscated and/or destroyed.)
 - b) Limited quantities of dry ice (maximum 5.5 pounds (2.5 kilograms) will be accepted for carriage in checked or Carry-on Baggage provided the Baggage is properly designed to permit the release of carbon dioxide, and the container is labeled, "DRY ICE" or "CARBON DIOXIDE SOLID."
 - c) A USD 100/CAD 100 handling service charge for domestic travel, and USD 200/CAD 200 handling service charge for international travel will apply to the transportation of any restricted articles checked as Baggage under this provision.
- 9) Sporting Equipment - Sporting equipment items listed below will be accepted as Checked Baggage by CO subject to the below conditions and/or payment of prescribed charges:
- NOTE: Flights operating as Continental Express or Continental Connection do not accept the sporting equipment referenced in b) ii, iii, and v below.
- a) Unless otherwise indicated, the following listed sporting equipment will be carried as Checked Baggage. Except for certain International Carriage subject to the terms of the Montreal Convention, CO is not liable for damage to sporting equipment when carried as Checked Baggage. Items of sporting equipment will be included in determining the Baggage Allowance, and when excess (over one checked item), such item will be subject to the 2nd bag service fee and/or Excess Baggage Charge (but not to Overweight/Oversize Excess Baggage Charges).
 - (i) Archery Equipment - For the purpose of this provision, one archery case containing archery equipment will be considered as one item of sporting equipment.

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

- iv) Baggage containing firearms will not be accepted knowingly for transportation by CO at any point unless a declaration, signed by the Passenger presenting such Baggage and dated on the day the Baggage is accepted for transportation, is attached to the trigger guard on the inside of the case declaring that the firearms are not loaded.
 - v) Properly packaged small arms ammunition up to a maximum of 11 lbs. (five Kgs.) may be checked as Baggage. Ammunition must be packed in the manufacturer's original package or securely packed in fiber, wood or metal containers and the ammunition inside the container must be protected against shock and secured against movement. The Passenger shall make a written declaration confirming that the above provisions are met. The maximum gross weight of ammunition accepted for carriage on any one aircraft is limited to 70 pounds (31.8kgs). Ammunition with explosive or incendiary projectiles will not be accepted.
 - vi) Except for military missions (e.g., CRAF), at no time will fully automatic weapons be acceptable as Checked or Carry-on Baggage.
 - vii) When firearms used for sporting purposes are carried on the aircraft, the Passenger must have entry permits for the country/countries of transit and Destination.
EXCEPTION: This provision may not apply to authorized persons who are performing a duty on board an aircraft, such as a law enforcement officer or diplomatic courier. Such Passenger may be permitted to retain custody of a firearm and ammunition upon identification at the time of check-in.
 - viii) Baggage containing firearms will be transported in an area, other than the cockpit, that is inaccessible to Passengers.
- (xv) Water Skiing/Snow Skiing/Snowboard Equipment
- a. For purposes of this provision, one snowboard, one snowboard bag containing up to two snowboards or one ski bag containing up to two pairs of skis and associated equipment and one ski boot bag will be considered as one item of sporting equipment. Acceptance is subject to aircraft size and load conditions.
 - b. Ski Bags and ski boot bags that contain other items in addition to or in place of appropriate snow or water skiing equipment or ski boots will be subject to Overweight/Oversize Excess Baggage Charges.
- b) Unless otherwise indicated, one item of the following listed sporting equipment will be carried as Checked Baggage in lieu of one piece of Baggage. Except for certain International Carriage subject to the terms of the Montreal Convention, CO is not liable for damage to such sporting equipment when carried as Checked Baggage. These items of sporting equipment are not included in determining the Baggage Allowance and will be subject to the service charges specified below. Service charges are in addition to any Excess Baggage Charges that will apply. Oversize/Overweight Baggage charges will not apply.
- (i) Bicycles - Subject to the conditions and charges specified below, one non-motorized bicycle with single seat or up to two non-motorized bicycles packed in one container per Ticketed Passenger will be accepted as Checked Baggage, if aircraft size and load conditions permit.
 - a. To be accepted, bicycles must have handlebars fixed sideways and pedals removed, or handlebars and pedals encased in plastic foam or similar material, or bicycles must be placed in cardboard containers or hard-sided cases.
 - b. Bicycles will be subject to a service charge of USD 100/CAD 100 for domestic travel, and USD 200/CAD 200 for international travel.
EXCEPTION: (Applicable for travel within Area 3) Bicycles will be subject to a service charge of USD30.
 - c. Bicycles will not be accepted for transportation during an Excess Baggage Embargo when no Excess Baggage is allowed.
 - d. Bicycles will not be accepted for transportation on flights operating as Continental Express to Mexico, the Caribbean and Central America.
 - (ii) Hang Gliding Equipment - Subject to the conditions and charges specified below, one hang glider per Ticketed Passenger will be accepted as Checked Baggage, if aircraft size and load conditions permit. CO is not liable for damage to Hang Gliding Equipment.
 - a. A hang glider will be subject to a service charge of USD 100/CAD 100 for domestic travel, and USD 200/CAD 200 for international travel.
 - b. Hang gliders will not be accepted for transportation during an Excess Baggage Embargo.
 - (iii) Pole Vaulting Equipment - Subject to the conditions and charges specified below, one pole vault pole per Ticketed Passenger will be accepted as Checked Baggage, if aircraft size and load conditions permit.
 - a. Advance arrangements must be made.
 - b. A pole vault pole will be subject to a service charge of USD 100/CAD 100 for domestic travel, and USD 200/CAD 200 for international travel.

- c. Pole Vault poles will not be accepted for transportation during an Excess Baggage Embargo.
 - (iv) Scuba Rebreather Equipment/Scuba Dive Tank - Subject to the conditions and charges specified below, Scuba Rebreather Equipment/Scuba Dive Tanks will be accepted as Checked Baggage. For purposes of this provision, one container with up to 3 empty Rebreather Tanks and equipment or one empty Dive Tank will be considered as one item of equipment.
 - a. Scuba Rebreather Equipment/Scuba Dive Tanks will be subject to a service charge of USD 100/CAD 100 for domestic travel, and USD 200/CAD 200 for international travel.
 - b. Rebreather Equipment must be encased in a suitable container sufficient to prevent scratches, dents or other damage during normal handling.
 - c. Rebreather Tank/Dive Tank must have the regulator valve completely disconnected from the tank. The tank must not be sealed (i.e. the tank has an open end). The tank must have an opening to allow for a visual inspection by a TSA Security Screener.
 - (v) Surf Equipment - Subject to the conditions and charges specified below, surf equipment not exceeding 70 pounds/115 inches in length will be accepted as Checked Baggage. For purposes of this provision, one surfboard, wakeboard, wave ski, kiteboard or one surfboard bag weighing up to 50 lbs. will be considered as one item of surf equipment. Items in excess of 50 lbs. will be charged the appropriate overweight charge.
 - a. Surf equipment will be subject to a service charge of USD 100/CAD 100 for domestic travel, and USD 200/CAD 200 for international travel
 - b. The surfboard's skeg (fin) must be removed or well padded and the entire board encased in a suitable container sufficient to prevent scratches, dents or other damage during normal handling.
 - c. Surf Equipment in excess of one or one surfboard bag/kiteboard bag containing more than two boards per Ticketed Passenger will be accepted as Checked Baggage subject to a charge equal to three times the rate shown above and will be carried subject to availability of space.
 - d. Surf Equipment will be transported on a space-available basis only and will be carried subject to the load capacities of the aircraft on flights operating as Continental Connection carriers. Due to certain Carriers' equipment type, some flights, including flights operating as Continental Express or Continental Connection, may not accept any Surf Equipment whose length exceeds 80 inches.
 - e. (Applicable for travel to/from Micronesia when travel between Honolulu and Guam is via a multi-stop flight) Surfboards will be accepted as Checked Baggage subject to availability of space on the aircraft.
 - f. (Applicable for travel within Micronesia) Surfboards will be accepted as Checked Baggage subject to the availability of space on the aircraft. Additional dimensional restrictions may apply dependent upon aircraft type and configuration.
 - g. Surf Equipment will not be accepted for transportation during an Excess Baggage Embargo when no excess Baggage is allowed during an Embargo period.
EXCEPTION: Surf Equipment will be accepted to Costa Rica during an Excess Baggage Embargo.
 - (vi) Windsurfing Equipment - Subject to the conditions and charges specified below, windsurfing boards will be accepted as Checked Baggage. For purposes of this provision, one windsurfing board not exceeding 115 inches in length and not exceeding 70 pounds (31.8kgs) with a boom and one mast and sail will be considered as one item of windsurfing equipment.
 - a. Items of windsurfing equipment must be padded and enclosed in suitable packing to protect from scratches, dents or other damage resulting from normal handling.
 - b. Windsurfing equipment provisions will apply to tandem boards.
 - c. Windsurfing equipment will be subject to a service charge of USD 100/CAD 100 for domestic travel, and USD 200/CAD 200 for international travel, for each item of windsurfing equipment, whether or not presented as a single piece.
 - d. Items of windsurfing equipment in excess of one per Ticketed Passenger will be accepted subject to payment of three times the applicable service charge specified above and will be carried subject to availability of space. Additional size or acceptance limitations may apply dependent upon aircraft type and configuration.
 - e. Windsurfing equipment will not be accepted for transportation during an Excess Baggage Embargo.
- 10) Personal Human Transporter - For the purposes of this Rule, a Personal Human Transporter is defined as a 2-wheeled battery powered personal transportation device. Subject to the conditions and charges specified below, one Personal Human Transporter will be transported in lieu of one piece of Checked Baggage, if aircraft size and load conditions permit. Except for certain International Carriage subject to the terms of the Montreal Convention, CO is not liable for damage to a Personal Human Transporter when carried as Checked Baggage.
- a) A Personal Human Transporter will be subject to a service charge of USD 150/CAD 150.

- b) The Personal Human Transporter service charge is in addition to any Excess Baggage Charges that may apply.
 - c) Passenger must check in at least one hour prior to departure of flight.
 - d) A Personal Human Transporter is not permitted as carry on baggage.
 - e) A Personal Human Transporter is not subject to overweight or oversize baggage charges.
 - f) A Personal Human Transporter is not generally categorized as a mobility assistance device. EXCEPTION: if a Passenger verifies to CO's satisfaction that the Human Transporter is required as an alternative to a wheelchair, Continental will accept it without service charge and Rule 28(C)(7) herein will apply as to claims for loss, damage or delay.
- 11) Strollers - One non-collapsible stroller will be carried as Checked Baggage in lieu of one piece of Baggage (62 inches Maximum Outside Linear Dimensions). This item will be included in determining the Baggage Allowance, and when in excess, overweight or oversize, such item will be subject to the Excess Baggage Charge. Except for certain International Carriage subject to the terms of the Montreal Convention, CO is not liable for damage to strollers when carried as Checked Baggage.
- 12) Towbars - Subject to the conditions and charges specified below, towbars will be accepted as Checked Baggage if aircraft size and load conditions permit. Except for certain International Carriage subject to the terms of the Montreal Convention, CO is not liable for the loss of, damage to or delay in delivery of towbars when carried as Checked Baggage.
- a) A towbar must be packed inside a checked bag.
 - b) Towbars are subject to excess, overweight and oversize excess baggage charges.
- 13) Wheelchairs - One wheelchair per Passenger will be accepted as Baggage by CO at no extra charge in addition to the Baggage Allowance. A second wheelchair may be carried in lieu of one suitcase per Rule 23 B) 1) a) at no additional charge, or as Excess Baggage per Rule 23 C) if it exceeds the Baggage Allowance. A third wheelchair exceeds the Baggage Allowance, and is also subject to the charges specified in Rule 23 C).
- a) In-cabin stowage of a wheelchair shall be in accordance with 14 CFR, Part 382, Subpart I.
 - b) If no in-cabin storage space is available, the wheelchair will be carried in the cargo compartment of the aircraft.
 - c) All types of wheelchairs will be accepted (collapsible, noncollapsible or electric-powered with wet or dry cell batteries).
 - d) CO has the ultimate responsibility to confirm an electric-powered wheelchair has its cables disconnected and terminals protected against electrical shortages before carriage.
 - e) For a wet cell battery powered wheelchair:
 - (i) Passenger must notify CO 24 hours in advance.
 - (ii) Passenger must check in at least one hour prior to departure of flight.
 - (iii) The battery must be disconnected and terminals protected against electrical shortages.
- 14) ZAM ZAM Water - Subject to the conditions below, one container or jerkin containing up to 10 liters (2.64 gallons) of ZAMZAM water will be accepted as baggage by CO at no extra charge in addition to the Baggage Allowance.
- a) Containers or Jerkins containing ZAMZAM water must be properly packed in a plastic covering to prevent leakage and damage to other bags. CO is not liable for breakage or spillage of ZAMZAM water and/or containers.
 - b) ZAMZAM containers or jerkins are not permitted as Carry-on or Cabin Baggage.
 - c) Jerkins or ZAMZAM water containers in excess of one will be subject to excess baggage charges.
- 15) Liquor - Subject to the conditions below, alcoholic beverages in retail packaging may be checked as baggage.
- a) For alcoholic beverages less than 24 percent alcohol by volume (including most wines and beers) there are no restrictions on the amount that may be accepted in checked baggage or purchased after completing security screening at the checkpoint (Duty Free). If traveling internationally, alcoholic beverages may be subject to customs limits in the arrival country.
 - b) For alcoholic beverages between 24 and 70 percent alcohol by volume there is a limit of 5 liters (1.3 gallons) per customer that may be accepted in checked baggage, or that may be purchased after completing security screening at the checkpoint (Duty Free). Packaging must be in receptacles smaller than 5 liters. Alcoholic beverages more than 70 percent alcohol by volume will not be accepted.
 - c) All alcoholic beverages must be packed to prevent leakage and damage to other bags. CO shall not be liable for breakage or spillage of alcoholic beverages. Normal checked baggage allowance limits, excess fees and carry-on limits apply.

- d) Up to 3.4 oz. (100ml) of an alcoholic beverage may be taken through the security checkpoint provided it is less than 70 percent alcohol by volume, in a container that is 3.4 oz. or smaller, and is carried in a plastic zip-top bag.
 - e) Alcohol transported on an airplane cannot be consumed on board.
- F) Animals Other than Service Animals (For rules applicable to Service Animals, see Rule 16) - The transportation of live animals (other than Service Animals) in the cabin of the aircraft is subject to the provisions of this Rule. Carriage of animals not permitted in the cabin may be transported as QuickPak® through CO's Live Animal Service. CO will accept domesticated cats, dogs, rabbits and household birds for transportation as in-cabin Baggage for domestic carriage and travel between U.S.A./Canada and Mexico, the Caribbean, Central and South America. (Exception: In-cabin pets will not be accepted for travel to/from Hawaii and Argentina.) Certain unusual animals/reptiles pose unavoidable safety and/or public health concerns and CO will not accept dogs of the Pit Bull breed, Snakes, other reptiles, ferrets, rodents and spiders as in-cabin baggage. Carriage of any other pets as in-cabin Baggage will be at CO's discretion.
- 1) General Conditions of Acceptance
 - a) Advance arrangements must be made.
 - b) The animal must be harmless, inoffensive, odorless and require no attention during transit.
 - c) The animal must be confined in a cage or container subject to inspection and approval by CO before acceptance.
 - d) The container must be stored under the seat directly in front of the Passenger at all times, and the animal must remain in the container at all times. In the event the animal becomes offensive or causes a disturbance during transit, the animal may be removed, at the Captain's discretion, at the first stop and placed on an alternative carrier or carried as cargo by CO at the Passenger's expense.
 - e) The Passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the country, state or territory to and from which the animal is being transported, including furnishing valid health and rabies vaccination certificate when required.
 - f) CO will accept no more than one in-cabin pet container per Ticketed Passenger, except that two household birds or two puppies/kittens (age: minimum 8 weeks/maximum 6 months) will be permitted in a single container.
 - g) There may be only one cat or dog per container, and the animal must be able to stand up and turn around comfortably.
 - h) CO will not transport an animal as in-cabin Baggage if the animal is in the custody of an Unaccompanied Minor.
 - i) The total number of Passengers carrying pet and the total number of in-cabin pets permitted on a single flight is limited by aircraft type and cabin.
 - j) CO reserves the right to refuse carriage of animals at any time.
 - 2) Pet Containers
 - a) Containers must be leak-proof and subject to inspection and approval by CO prior to acceptance.
 - b) Containers must be made of metal, wood, polyethylene, fiberglass or composite material of similar strength.
 - c) Containers must be ventilated on at least two sides and prevent any part of the animal from protruding outside of the container.
 - d) Containers made totally of wire are not accepted.
 - e) Approved soft side carriers specifically designed as pet carriers are acceptable for in-cabin pets.
 - f) In-cabin animal containers must not exceed 17.5 inches in length by 12 inches in width by 7.5 inches in height for hard sided containers and 18 inches in length by 11 inches in width by 11 inches in height for soft sided containers.
 - g) Containers in such condition as to allow possible escape by an animal will not be accepted for transportation.
 - h) Passengers are responsible for ensuring that the containers meet all governmental requirements for the safe and humane transportation of the animal being transported.
 - i) Containers for transporting dogs, cats, rabbits or birds may be purchased from CO.
 - 3) Carriage of Animals - (including their containers) is subject to the applicable service charge. Visit CO's website, www.continental.com, for current rates.
 - 4) Abandonment of Animals

- a) An animal placed in CO's custody for carriage pursuant to this Rule, which shall be unclaimed by its owner or its owner's agent for a period of more than ten (10) days after the scheduled carriage has occurred or was to occur, shall be deemed abandoned and may be turned over to a local animal shelter or pound or otherwise handled as CO may deem proper without any liability to CO.
 - b) CO may, but is not obligated, to give notice to the owner, or the agent of the owner, at such person's last known address prior to taking any action described in subsection a) above. Any costs associated with reuniting an animal deemed abandoned with its owner or owner's agent shall be borne solely by the owner or owner's agent.
- 5) Limitation of Exclusion from Liability
- a) CO will not be liable for illness or injury to an animal or death of an animal due to illness or injury when the animal has been handled by CO with ordinary standards of safety and care or when CO has acted in the interests of the entire flight such as in an emergency or a force majeure event.
 - b) CO will not be liable for loss or expense due to the Passenger's failure to comply with the provisions of this Rule, including, without limitation, if any animal is refused passage into or through any state or country.

RULE 24 FLIGHT DELAYS/CANCELLATIONS/AIRCRAFT CHANGES

A) General

- 1) U.S.A. Origin Flights - Where the CO flights originate in the U.S.A., the provisions of this Rule apply to a Passenger who has a Ticket and a confirmed reservation on a flight that incurs a Change in Schedule, Force Majeure Event or a Schedule Irregularity.
- 2) Non-U.S.A. Origin Flights - Where the CO flight originates outside the U.S.A., the following provisions apply to a Passenger who has a Ticket and a confirmed reservation on a flight:
 - a) If local or international laws regulate Change in Schedule, Force Majeure or Schedule Irregularity events, then the procedures in Rule 24 will not be applied.
 - b) If no local law otherwise regulates Change in Schedule, Force Majeure or Schedule Irregularity events, then the procedures in Rule 24 will be applied.
- 3) Schedules are Subject To Change Without Notice - Times shown on ticket, timetable or elsewhere are not guaranteed and form no part of this contract. While CO will use its best efforts timely to notify Passengers of the best available information regarding known delays, cancellations, misconnections and diversions, CO is not liable for any misstatements or other errors or omissions in connection with providing such information. No employee, agent or representative of CO can bind CO legally by reason of any statements relating to flight status or other information.

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

- 1) Change in Schedule – an advance change in CO's schedule (including a change in operating carrier or itinerary) that is not a unique event such as a Schedule Irregularity or Force Majeure Event as defined below.
- 2) Connecting Point – a point to which a Passenger holds or held confirmed space on a flight of one carrier and out of which the Passenger holds or held confirmed space on a flight of the same or another carrier. All airports through which a city is served by any carrier will be deemed to be a single Connecting Point when the receiving carrier has confirmed reservations to the Delivering Carrier.
- 3) Delivering Carrier – a carrier on whose flight a Passenger holds or held confirmed space to a Connecting Point.
- 4) Force Majeure Event – any of the following situations:
 - a) Any condition beyond CO's control including, but not limited to, meteorological or geological conditions, acts of God, riots, terrorist activities, civil commotions, embargoes, wars, hostilities, disturbances, or unsettled international conditions, either actual, anticipated, threatened or reported, or any delay, demand, circumstances, or requirement due directly or indirectly to such condition;
 - b) Any strike, work stoppage, slowdown, lockout, or any other labor-related dispute involving or affecting CO's services;
 - c) Any governmental regulation, demand or requirement;
 - d) Any shortage of labor, fuel, or facilities of CO or others;
 - e) Damage to CO's Aircraft or equipment caused by another party;
 - f) Any emergency situation requiring immediate care or protection for a person or property; or
 - g) Any event not reasonably foreseen, anticipated or predicted by CO.
- 5) Misconnection – occurs at a Connecting Point when a Passenger holding confirmed space on an Original Receiving Carrier is unable to use such confirmed space because the Delivering Carrier was unable to deliver him/her to the Connecting Point in time to connect with the Original Receiving Carrier's flight.

NOTE: The same rules regarding Delivering and Original Receiving Carrier responsibilities apply at the subsequent point(s) of Misconnection as would apply at the point of original Misconnection.

- 6) Original Receiving Carrier(s) – a carrier or combination of connecting carriers on whose flight(s) a Passenger originally held or holds confirmed space from a Connecting Point to a destination, next Stopover or Connecting Point.
- 7) Schedule Irregularity – any of the following irregularities:
 - a) Delay in scheduled departure or arrival of a carrier’s flight resulting in a Misconnection;
 - b) Flight or service cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier’s flight;
 - c) Substitution of aircraft type that provides different classes of service;
 - d) Schedule changes which require Rerouting of Passengers at departure time of the original flight; or
 - e) Cancellation of a reservation by CO pursuant to Rule 5.
- C) Change in Schedule - When a Passenger’s Ticketed flight is affected because of a Change in Schedule, CO will, at its election, arrange one of the following:
 - 1) Transport the Passenger on its own flights, subject to availability, to the Destination, next Stopover point, or transfer point shown on its portion of the Ticket, without Stopover in the same class of service, at no additional cost to the Passenger, provided that a Passenger who paid a Coach fare will only be transported on a flight in First Class or Business First Class Service subject to seat availability and if such flight will provide an earlier arrival than CO’s next flight on which coach space is available;
 - 2) Reroute Passengers over the lines of one or more carriers when a Change in Schedule results in the cancellation of all CO service between two cities;
 - 3) Advise the Passenger that the value of his or her Ticket may be applied toward future travel on Continental within one year from the date of issue without a change or reissue fee; or
 - 4) If the Passenger is not transported as provided in C) 1) or 2) above and does not choose to apply the value of his or her Ticket toward future travel as provided in C) 3) above, the Passenger will be eligible for a refund upon request. See Rule 27 A).
- D) Force Majeure Event - In the event of a Force Majeure Event, CO without notice, may cancel, terminate, divert, postpone, or delay any flight, right of carriage or reservations (whether or not confirmed) and determine if any departure or landing should be made, without any liability on the part of CO. CO may reschedule passenger on another available CO flight or refund any unused portions of the Ticket in the form of a travel certificate.
- E) Schedule Irregularity
 - 1) Liability - Except to the extent provided in this Rule and the Warsaw and/or Montreal Conventions, CO shall not be liable for any Schedule Irregularity.
 - 2) Delay, Misconnection or Cancellation
 - a) When a Passenger’s ticket is affected because of a Schedule Irregularity caused by CO, CO will take the following measures:
 - (i) Transport the Passenger on its own flights, subject to availability, to the Destination, next Stopover point, or transfer point shown on its portion of the Ticket, without Stopover in the same class of service, at no additional cost to the Passenger, provided that a Passenger who paid a Coach fare may only be transported on a flight in First Class or Business First Class Service subject to seat availability and if such flight will provide an earlier arrival than CO’s next flight on which coach space is available; or
 - (ii) At the Passenger’s request, provided that the tariff covering the original transportation permits routing via the carrier which will transport the Passenger, CO will re-accommodate the Passenger in the same class of service on the next available flight on another carrier, or combination of carriers, if the length of the delay to the Passenger’s destination exceeds two hours.
 - b) In the event a Passenger misses an onward connecting flight on which space is reserved because the Delivering Carrier did not operate its flight due to a Schedule Irregularity or Change in Schedule, the Delivering Carrier is responsible to arrange for carriage of Passenger or to make a refund.
 - 3) If a Passenger is not transported as provided in C) 2) above, the Passenger will be eligible for a refund upon request. See Rule 27 A).
- F) Amenities for Delayed Passengers
 - 1) Lodging - CO will provide one night’s lodging, or a maximum allowance for one night’s lodging as established by each location, when a CO flight on which a Passenger is being transported incurs a Schedule Irregularity and the

Passenger incurs a delay that is expected to exceed four hours between the hours of 10:00 p.m. to 6:00 a.m. local time. Where lodging has been offered but not accepted by a Passenger for whatever reason, CO is not liable to reimburse the Passenger for expenses relating to alternative lodging secured independently by the Passenger.

EXCEPTION: Lodging will not be furnished:

- a) To a Passenger whose trip is interrupted at a city which is his/her permanent domicile, or
 - b) When the destination city airport that is designated on the Passenger's Ticket and the city airport that the Passenger is diverted to are both within the following city groups:
 - (i) Baltimore, MD (BWI)/Washington D.C. Dulles IAD)/Washington D.C. National (DCA)
 - (ii) Brownsville, TX (BRO)/Harlingen, TX (HRL)/McAllen, TX (MFE)
 - (iii) Burbank, CA (BUR)/Los Angeles, CA (LAX)/Ontario, CA (ONT)/Orange County, CA (SNA)/Long Beach, CA (LGB)
 - (iv) Chicago, IL O'Hare (ORD)/Chicago, IL Midway (MDW)
 - (v) Colorado Springs, CO (COS)/Denver, CO (DEN)
 - (vi) Dallas, TX Dallas-Ft. Worth International (DFW)/Dallas, TX Love Field (DAL)
 - (vii) Ft. Lauderdale, FL (FLL)/Miami, FL (MIA)/West Palm Beach, FL (PBI)
 - (viii) Houston, TX Bush Intercontinental (IAH)/Houston, TX Ellington AFB (EFD)/Houston, TX Hobby(HOU)
 - (ix) Oakland, CA (OAK)/San Francisco, CA (SFO)/San Jose, CA (SJO)
 - (x) Newark, NJ Newark International (EWR)/New York, NY La Guardia (LGA)/New York, NY Kennedy (JFK)/White Plains, NY (HPN)
 - (xi) London, UK Gatwick (LGW)/London, UK Heathrow (LHR)
 - c) When such interruption is due to circumstances outside CO's control.
- 2) Snacks and Meals - CO will provide snacks and/or meal vouchers in the event of a delay caused by CO that extends beyond normal meal hours or whenever lodging is furnished in accordance with 1) above. Where meal vouchers have been offered but not accepted by a Passenger for whatever reason, CO is not liable to reimburse the Passenger for expenses relating to meals secured independently by the Passenger.
 - 3) Ground Transportation - When lodging is furnished in accordance with 1) above and ground transportation is not furnished by the hotel, CO will provide ground transportation to the place of lodging via public conveyance. Where ground transportation has been offered but not accepted by a Passenger for whatever reason, CO is not liable to reimburse the Passenger for expenses relating to alternative ground transportation secured by the Passenger.
 - 4) Communication – If a Passenger so requests, CO will provide one three-minute long distance telephone call when the delay caused by CO under this Rule is expected to exceed two hours.

RULE 25 DENIED BOARDING COMPENSATION

- A) Denied Boarding (U.S.A. Flight Origin) - When there is an Oversold CO flight that originates in the U.S.A., the following provisions apply:
 - 1) Request for Volunteers
 - a) CO will request Passengers who are willing to relinquish their confirmed reserved space in exchange for compensation in an amount determined by CO. If a Passenger is asked to volunteer, CO will not later deny boarding to that Passenger involuntarily unless that Passenger was informed at the time he was asked to volunteer that there was a possibility of being denied boarding involuntarily and of the amount of compensation to which he/she would have been entitled in that event. The request for volunteers and the selection of such person to be denied space will be in a manner determined solely by CO.
 - b) In exchange for voluntarily relinquishing confirmed reserved space on CO, CO may, at its option compensate the Passenger with credit valid for transportation on CO in lieu of monetary compensation. The transportation credit will be valid only for travel on CO or designated Codeshare partners for one year from the date of issue and will have no refund value.
 - 2) Boarding Priorities - If a flight is Oversold, no one may be denied boarding against his/her will until CO or other carrier personnel first ask for volunteers who will give up their reservations willingly in exchange for compensation as determined by CO. If there are not enough volunteers, other Passengers may be denied boarding involuntarily in accordance with CO's boarding priority:
 - a) Passengers who are Qualified Individuals with Disabilities, unaccompanied minors under the age of 18 years, or minors between the ages of 12 and 17 who use the unaccompanied minor service, will be the last to be involuntarily denied boarding if it is determined by CO that such denial would constitute a hardship.

- b) Passengers who qualify for Presidential Platinum Elite status, as determined by CO in accordance with CO's OnePass Program Rules (see www.continental.com for details) will be prioritized for boarding over all other Passengers, excepting circumstances described in 2) a) above.
 - c) Passengers who hold a seat assignment will be prioritized for boarding over passengers without a seat assignment, regardless of check-in order.
 - d) The priority of all other Passengers will be determined in the order in which they present themselves for check-in in accordance with CO's rules.
- 3) Transportation for Passengers Denied Boarding - When CO is unable to provide previously confirmed space due to an Oversold flight, CO will provide transportation to such Passengers who have been denied boarding whether voluntarily or involuntarily in accordance with the provisions below.
- a) CO will transport the Passenger on its own flight to the Destination without Stopover on its next flight on which space is available at no additional cost to the Passenger, regardless of class of service.
 - b) If space is available on another Carrier's flight regardless of class of service, such flights may be used upon Passenger's request and at no additional cost to the Passenger only if such flight provides an earlier arrival than the CO flight offered in 3) a) above.
- 4) Compensation for Passengers Denied Boarding Involuntarily
- a) For passengers traveling between points within the United States, subject to the exceptions in section c) below, CO shall pay compensation to Passengers denied boarding involuntarily from an Oversold Flight at the rate of 200% of the fare to the Passenger's first Stopover or, if none, Destination, with a maximum of USD 650 if CO offers Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the Passenger's Destination or first Stopover more than one hour but less than two hours after the planned arrival time of the Passenger's original flight; and if CO offers Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the Passenger's Destination or first Stopover more than two hours after the planned arrival time of the Passenger's original flight, CO shall pay compensation to Passengers denied boarding involuntarily from an Oversold Flight at the rate of 400% of the fare to the Passenger's first Stopover or, if none, Destination with a maximum of USD 1300.
 - b) For passengers traveling from the United States to a foreign point, subject to the exceptions in section c) below, CO shall pay compensation to Passengers denied boarding involuntarily from an Oversold Flight originating at a U.S. airport at the rate of 200% of the fare to the Passenger's first Stopover or, if none, Destination, with a maximum of USD 650 if CO offers Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the Passenger's Destination or first Stopover more than one hour but less than four hours after the planned arrival time of the Passenger's original flight; and if CO offers Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the Passenger's Destination or first Stopover more than four hours after the planned arrival time of the Passenger's original flight, CO shall pay compensation to Passengers denied boarding involuntarily from an Oversold Flight at the rate of 400% of the fare to the Passenger's first Stopover or, if none, Destination with a maximum of USD 1300.
 - c) **EXCEPTIONS:** A Passenger denied boarding involuntarily from an Oversold Flight shall not be eligible for denied boarding compensation if:
 - (i) The Passenger holding a Ticket for confirmed reserved space does not comply fully with the requirements in this Contract of Carriage Requirements regarding ticketing, check-in, reconfirmation procedures, and acceptance for transportation;
 - (ii) The flight for which the Passenger holds confirmed reserved space is unable to accommodate the Passenger because of substitution of equipment of lesser capacity when required by operational or safety reasons or, on an aircraft with a designed passenger capacity of 60 or fewer seats, the flight for which the passenger holds confirmed reserved space is unable to accommodate that passenger due to weight/balance restrictions when required by operational or safety reasons;
 - (iii) The Passenger is offered accommodations or is seated in a section of the aircraft other than that specified on his/her ticket at no extra charge. Provided, if a Passenger is seated in a section for which a lower fare applies, the Passenger will be entitled to a refund applicable to the difference in fares;
 - (iv) The Passenger is accommodated on Alternate Transportation at no extra cost, which at the time such arrangements are made, is planned to arrive at the airport of the Passenger's next Stopover, (if any), or at the Destination, not later than 60 minutes within the scheduled arrival time of the flight on which the Passenger held confirmed reserved space; or
 - (v) The Passenger is an employee of CO or of another Carrier or other person traveling without a confirmed reserved space.
- 5) Payment Time and Form

- a) Compensation will be made by CO on the day and at the place where the failure to provide confirmed reserved space occurs, and if accepted by the Passenger, the Passenger will provide a signed receipt to CO. However, when CO has arranged, for the Passenger's convenience, Alternate Transportation that departs before the compensation to the Passenger under this provision can be prepared and given to the Passenger, the compensation shall be sent by mail or other means to the Passenger within 24 hours thereafter.
 - b) CO may offer free or reduced rate air transportation in lieu of monetary compensation due under this Rule, if the value of the transportation credit offered is equal to or greater than the monetary compensation otherwise due and CO informs the Passenger of the amount and that the Passenger may decline the transportation benefit and receive the monetary compensation.
- 6) Limitation of Liability - If CO's offer of compensation pursuant to the above provisions is accepted by the Passenger, such payment will constitute full compensation for all actual or anticipatory damages incurred or to be incurred by the Passenger as a result of CO's failure to provide the Passenger with confirmed reserved space. If CO's offer of compensation pursuant to the above provisions is not accepted, CO's liability is limited to actual damages proved not to exceed USD 1300 per Ticketed Passenger as a result of CO's failure to provide the Passenger with confirmed reserved space. Passenger will be responsible for providing documentation of all actual damages claimed. CO shall not be liable for any punitive, consequential or special damages arising out of or in connection with CO's failure to provide the Passenger with confirmed reserved space.
- B) Denied Boarding Non-U.S.A. Flight Origin - Where there is an Oversold CO flight that originates outside the U.S.A., the following provisions apply:
- 1) If local or international laws regulate Oversold flights, then CO will apply that law.
 - 2) If no local law regulates Oversold flights, then the procedures in Rule 25 A) will be applied.

RULE 26 REROUTING

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

RULE 27 REFUNDS

- A) Ticket Refunds - Involuntary
- 1) The amount CO will refund upon surrender of the unused portion of the Passenger's Ticket for reasons pursuant to Rule 21 or Rule 24 will be as follows:
 - a) If no portion of the Ticket has been used: An amount equal to the fare and charges paid.

EXCEPTION: CO shall not be obligated to refund any portion(s) of a fully unused Ticket which does not reflect a confirmed reservation on a CO flight involved in a Schedule Irregularity, unless such Ticket was issued by CO.

- b) If a portion of the Ticket has been used:
 - (i) One-way fares – An amount equal to the lowest comparable one-way fare for the class of service paid, for the unflown segment.
 - (ii) Round-Trip, Circle-Trip, or Open-Jaw fare – 50% of the round-trip fare for the class of service paid, for the unflown segment.
 - (iii) Area fare/flat rate fare – the refund amount will be computed by applying the same rate of discount, if any, applied in computing the original fare from the point of termination to the destination named on the Ticket, next Stopover, or the point where air transportation will be resumed via:
 - a. The Routing specified on the Ticket, if the point of termination was on the Routing of the Ticket, or
 - b. If the point of termination was not on the Routing specified on the Ticket, the direct Routing of any carrier operating service between such points.
 - (iv) If no fare of the type (fare basis) paid by the Passenger is published between the point of termination and the Passenger's destination or next Stopover point, the amount of the refund will be the same proportion of the normal coach (Y) fare published between the point of termination and the Passenger's destination or next Stopover point, as the fare paid is of the normal coach (Y) fare between the Passenger's point of origin or previous Stopover point and destination or next Stopover point.

EXCEPTION: CO shall not be obligated to refund any portion(s) of a Ticket which does not reflect a confirmed reservation on a CO flight involved in a Schedule Irregularity, unless such ticket was issued by CO.
 - c) Refund will be made in accordance with this Rule, provided request for such refund has been made prior to the expiration of Ticket, where required.
- 2) CO will make no refund but may, at its discretion, provide ground transportation to the destination airport without charge when the destination city airport designated on the Passenger's Ticket and the city airport where the flight terminates are both within any of the following city groups:
- a) Baltimore, MD (BWI)/Washington D.C. Dulles (IAD)/Washington D.C. National (DCA)
 - b) Brownsville, TX (BRO)/Harlingen, TX (HRL)/McAllen, TX (MFE)
 - c) Burbank, CA (BUR)/Los Angeles, CA (LAX)/Ontario, CA (ONT)/Orange County, CA (SNA)/Long Beach, CA (LGB)
 - d) Chicago, IL O'Hare (ORD)/Chicago, IL Midway (MDW)
 - e) Colorado Springs, CO (COS)/Denver, CO (DEN)
 - f) Dallas, TX Dallas-Ft. Worth International (DFW)/Dallas, TX Love Field (DAL)
 - g) Ft. Lauderdale, FL (FLL)/Miami, FL (MIA)/West Palm Beach, FL (PBI)
 - h) Houston, TX Bush Intercontinental (IAH)/Houston, TX Ellington AFB (EFD)/Houston, TX Hobby (HOU)
 - i) Oakland, CA (OAK)/San Francisco, CA (SFO)/San Jose, CA (SJC)
 - j) Newark, NJ Newark International (EWR)/New York, NY La Guardia (LGA)/New York, NY/Kennedy (JFK)/White Plains, NY (HPN)
 - k) London, UK Gatwick (LGW)/London, UK Heathrow (LHR)
- 3) When a Passenger holding a Ticket for a higher class of service between a point of Origin and a Destination is required by the carrier to use a lower class of service for any portion of such carriage the amount of refund will be as follows:
- a) FOR ONE WAY TICKETS: The difference between the fare for the higher class of service and the fare for the lower class of service between the points where the lower class of service is used.
 - b) FOR ROUND TRIP, CIRCLE TRIP OR OPEN JAW TICKETS: The difference between 50 percent of the round trip fare for the higher class of service and 50 percent of the round trip fare for the lower class of service used.
- B) Ticket Refunds - Voluntary
- For Tickets eligible for refunds, unless it is a refund as stated in Paragraph (A) above, CO will upon the Passenger's surrender of the unused portion of a CO issued ticket or voided Ticket, refund to the Passenger as follows:
- 1) If no portion of the Ticket has been used, in accordance with these rules, the refund will be an amount equal to the total fare and charges paid.

- 2) If a portion of the Ticket has been used, in accordance with these rules, the refund will be an amount equal to the positive difference if any, between the fare and charges applicable to the Ticket issued to the Passenger, and the fare and charges applicable to the transportation of the Passenger covered by the used portion of the Ticket.
 - 3) Refund will be made, provided request for such refund has been made not later than the expiration date of the Ticket.
 - 4) CO assumes no obligation to issue a voluntary refund unless such Ticket was issued by CO as a CO Ticket. The term "CO Ticket" means Tickets printed, imprinted or issued electronically with the CO carrier code (005) as part of the Ticket serial number.
 - 5) Any applicable administrative service charge or cancellation fee included as part of the published fare rule for the Ticket in question will be deducted from the amount to be refunded under 1) and 2) above.
 - 6) CO will issue refunds for eligible tickets within seven (7) business days for credit card purchases and 20 business days for cash purchases.
- C) Other Refunds
- 1) Baggage service fees are non-refundable, but a Passenger who does not travel as a result of a cancellation, Change in Schedule, or Schedule Irregularity caused by CO, will be eligible for a refund upon request.
 - 2) Booking service fees are non-refundable, but a Passenger who cancels a reservation within 24 hours of purchase will be eligible for a refund upon request.
 - 3) Day-of-departure upgrade fees are non-refundable, but if a flight for which an upgrade fee has been paid is affected by a cancellation, Change in Schedule, or Schedule Irregularity caused by CO, and the Passenger cannot be accommodated in First Class on a later flight, Passenger will be eligible for a refund upon request.
 - 4) Passengers who are eligible for a refund of service or other fee(s), must request refund within 90 days of the date the fee(s) was originally paid or flight date, whichever is later. CO is not liable to refund service or other fees otherwise eligible for refund if request is received after that time.
- D) Persons to Whom Refund is Made - Except as provided below, CO will refund in accordance with this Rule only to the person named as the Passenger on the Ticket.
- EXCEPTION 1:
- 1) Tickets issued in exchange for a Prepaid Ticket Advice (PTA) will be refundable only to the purchaser of the PTA.
 - 2) Tickets issued under a Universal Air Travel Plan (UATP) will be refundable only to the subscriber against whose account the Ticket was charged.
 - 3) Tickets issued against a Transportation Request issued by a government agency, other than the U.S.A Government, will be refunded only to the government agency that issued the Transportation Request.
 - 4) Tickets issued against a U.S.A Government Transportation Request (GTR) will be refunded only to the U.S.A. Government agency which issued the GTR by check made payable to the "Treasurer of the United States".
 - 5) Tickets issued against a credit card honored by CO will be refunded only to the account of the person to whom such credit card was issued.
 - 6) Tickets issued in the name of a minor will be refunded to the parent, guardian, or a third party as designated in accordance with Exception 2 below.
- EXCEPTION 2: If at the time of purchase, the purchaser designates on the Ticket another person or entity to whom refund shall be made, the refund will be made to the person so designated. A refund made in accordance with this procedure to a person representing his/herself as the person so designated on the Ticket exchange order shall be deemed a valid refund, and CO will not be liable to the purchaser, or any other person for another refund.
- EXCEPTION 3: If at the time of application for refund, evidence is submitted that a company purchased the Ticket on behalf of its employees, or the travel agent has made a refund to its client, such refund will be made directly to the employee's company or the travel agent.
- E) Non-refundable Tickets:
- 1) General Rule – Except as provided in Rule 4, CO will not refund any portion of a Ticket that is purchased with a non-refundable fare, including the fare and any taxes, fees, or other charges included within the total price paid for the Ticket.
 - 2) Application of Unused Ticket toward Future Ticket Purchase - CO may allow a portion of the non-refundable fare paid for an unused and unexpired non-refundable CO Ticket to be applied towards the purchase of future travel on CO, provided it is done in accordance with the applicable fare rule in place at the time of such request. Change fees and other administrative charges may apply. Any portion not so applied will not be refunded in any form.
- F) Lost Tickets

- 1) Amount of Refund - When a Passenger loses a CO issued Ticket eligible for a refund, or the unused portion thereof, CO will, subject to the conditions set forth below, make a refund to the Passenger in the following amounts, as applicable.
 - a) If no portion of the Ticket has been used, the refund will be an amount equal to the fare and charges paid, less service charges as indicated below.
 - b) If a portion of the Ticket has been used, and
 - (i) The Passenger has purchased a new Ticket covering the same transportation as that covered by the unused portion of the lost Ticket, the refund will be an amount equal to the fare and charges paid for such new Ticket, or
 - (ii) The Passenger has not purchased a new Ticket covering the same transportation as that covered by the unused portion of the lost Ticket, and free transportation is not provided by CO, the refund will be an amount equal to the positive difference, if any, between the fare and charges paid, and the full normal fare and charges applicable to the transportation of the Passenger covered by the used portion of the Ticket, or
 - (iii) Where in CO's judgment a hardship exists and CO provide(s) a free Ticket covering the lost portion(s) upon payment of service charges shown below, no further refund shall be due.
 - 2) Application for Refund of Lost Tickets
 - a) A refund will be made for eligible tickets in accordance with 1) above, provided application has been made no later than one month after the expiration date of the lost Ticket.
 - b) The application must be made on forms provided by CO for such refunds.
 - c) A refund will be made by CO upon application for such refund, provided that the lost Ticket or lost portion thereof has not previously been honored for transportation or refunded to any person during a period of three months from the date the loss is reported, and provided that the person to whom the refund is made agrees, in such form as may be provided by CO, to indemnify CO, including agreeing to return to CO such refund, for any loss or damage which it may sustain by reason of the use of the lost Ticket or portion thereof.
 - 3) Service Charge - CO reserves the right to impose a service charge for handling a request for refund of a lost Ticket or portion thereof. See www.continental.com for current rates.
EXCEPTION: No service charge will be imposed for Military Passengers when transportation is paid for with a U.S. Government Transportation Request (Form No. 1169).
 - 4) Non-refundable Tickets - CO will not refund any portion of a lost non-refundable Ticket, including the fare and any taxes, fees, or other charges. For applicable service charge, the Ticket will be reissued, if application is submitted prior to scheduled travel. Non-refundable Tickets will not be reissued after the date of travel reflected on each Flight Coupon.
- G) Foreign Currency Refunds
- 1) All refunds will be subject to government laws, rules, regulations, or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being made.
 - 2) Refunds will be made in the currency in which the fare was paid, or, at CO's election, in lawful currency of the country of the carrier making the refund in the amount equivalent to the amount due in the currency in which the fare or fares for the flight covered by the Ticket as originally issued was collected.
- H) Overcharge Refunds - Refund claims for overcharges must be submitted to CO in writing within 45 days after the operation of the flight Segment to which such overcharge claim relates, after which time no claim or legal action based on such overcharge can be maintained.
- I) Optional Services – Ticket refund will include fees charged to a Passenger for optional services that the Passenger was unable to use due to an oversale situation or flight cancellation.

RULE 28 ADDITIONAL LIABILITY LIMITATIONS

For the purposes of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

- A) The Carrier shall be liable under Article 17 of the Warsaw Convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:
 - 1) The Carrier shall not be able to exclude or limit its liability for damages not exceeding 113,110 Special Drawing Rights for each passenger.

- 2) The Carrier shall not be liable for damages to the extent that they exceed 113,110 Special Drawing Rights for each passenger if the Carrier proves that:
 - (a) such damage was not due to the negligence or other wrongful act or omission of the Carrier or its servants or agents; or
 - (b) such damage was solely due to the negligence or other wrongful act or omission of a third party.
 - 3) The Carrier reserves all other defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with paragraphs (1) and (2) hereof.
 - 4) With respect to third parties, the Carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.
 - 5) The Carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.
- B) In cases of bodily injury or death, the Carrier shall make an advance payment where the Carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:
- 1) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the Carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the Carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the Carrier in its sole discretion.
 - 2) The Carrier shall make the advance payment as an advance against the Carrier's liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.
 - 3) The Carrier, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw Convention, or the Montreal Convention, whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
 - 4) The Carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of the Carrier.
 - 5) The Carrier may recover an advance payment from any person where it is proven that the Carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.
- C) The Carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:
- 1) The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
 - 2) Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of the Carrier are not servants or agents of the Carrier, and the Carrier is not liable to the extent the delay is caused by these kinds of facilities or personnel.
 - 3) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a passenger and do not include mental injury damages.
 - 4) The Carrier reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of the Carrier for damage caused by delay is limited to 4,694 SDR per passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22 (5) of the Montreal Convention, whichever may apply.
- D) The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:

- 1) Except as provided below, the liability of the Carrier is limited to 1,131 Special Drawing Rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the passenger proves otherwise:
 - a. all baggage checked by a passenger shall be considered to be the property of that passenger;
 - b. a particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger; and
 - c. unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
- 2) If a passenger makes, at the time checked baggage is handed to the Carrier, a special declaration of interest and has paid a supplementary sum, if applicable, the Carrier will be liable for destruction, loss, damage, or delay of such checked baggage in an amount not exceeding the declared amount, unless the Carrier proves that the declared amount is greater than the passenger's actual interest in delivery at destination. The declared amount, and the Carrier's liability, shall not exceed the total amount of declaration permissible under the Carrier's regulations, inclusive of the limitation of paragraph D (1) hereof. In the case of transportation under the Warsaw Convention, no supplementary sum shall apply unless the declared amount exceeds 19 Special Drawing Rights per kilogram of the total recorded weight of the checked baggage at the time the baggage is handed to the Carrier. Nevertheless, the Carrier may impose charges for pieces of baggage in excess of any free allowance the Carrier may provide.
- 3) In the case of unchecked baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
- 4) The Carrier is not liable for destruction, loss, damage, or delay of baggage not in the charge of the Carrier, including baggage undergoing security inspections or measures not under the control and direction of the Carrier.
- 5) The Carrier reserves all defenses and limitations available under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Article 22(2) and (3) of the Warsaw Convention in a manner inconsistent with paragraph (1) hereof. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22 (5) of the Montreal Convention, whichever may apply.
- E) Under the Warsaw Convention and the Montreal Convention, whichever may apply, an action for damages must be brought within two years, and a complaint must be made to the carrier within seven calendar days in the case of damage to baggage, and 21 calendar days in the case of delay thereof.

For purposes of all other carriage (including Domestic Carriage) not governed by the Montreal Convention or other applicable international law, the following liability limitations and other exclusions apply:

- F) CO shall not be liable for any death, injury, delay, loss or other damage of whatsoever nature (hereafter referred to collectively as "damage") arising out of or in connection with carriage or other services performed by CO, unless such damage is proven to have been caused by the sole negligence or willful misconduct of CO and there has been no contributory negligence on the part of the Passenger.
- G) CO shall not be liable for any damage arising out of CO's compliance with any laws, government regulations, orders, rules, requirements or security directives or as a result of a Passenger's failure to comply with such laws, government regulations, orders, rules, requirements or security directives or as a result of Passenger's reliance on advice provided by CO regarding such laws, regulations, orders, rules, requirements or security directives. See also Rule 19.
- H) CO shall not be liable for any punitive, consequential or special damages arising out of or in connection with carriage or other services performed by CO, whether or not CO had knowledge that such damage might be incurred.
- I) Any limitations or exclusions of liability of CO shall apply to and be for the benefit of CO's agents, employees, vendors and representatives acting within the scope of their employment and also to any person whose aircraft is used by CO and its agents, employees or representatives acting within the scope of their employment.
- J) Nothing herein shall be deemed to affect the rights and liability of CO with regard to any claims brought by, on behalf of, or in respect to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a Passenger.
- K) Additional Baggage Liability Limitations and Exclusions:
 - 1) If all of the Passenger's Ticketed segments are for carriage within the U.S.A., the following apply:

- a) Liability for the loss of, damage to or delay in delivery of a Passenger's personal property, including Baggage, when such personal property or Baggage has been checked (unless a higher value is declared in advance and additional charges are paid and personal property is not otherwise excludable), is limited to USD 3,300 per Ticketed Passenger. Passenger will be responsible for documenting and proving the actual value of the loss. CO shall not be liable for any consequential damages arising from the loss of, damage to or delay in delivery of Baggage.
 - b) CO assumes no responsibility or liability for Baggage or other items carried in the Passenger compartment of the aircraft.
 - c) In the case of loss of, damage to or delay in delivery of a Passenger's personal property, including Baggage, a preliminary notice of claim must be submitted to CO by the Passenger within four hours after arrival of the flight on which the Baggage was or was to be transported. In the event of failure to give such preliminary notice of claim (absent extraordinary circumstances to be determined at CO's discretion), no action shall lie against CO.
 - d) After preliminary notice of claim to CO by the Passenger, the Passenger must obtain a written claim form from CO.
 - e) The completed written claim form pertaining to the claimed loss of, damage to or delay in delivery of a Passenger's personal property, including Baggage must be received by CO's System Tracing Center from the Passenger within 45 days after the flight date. If the Passenger's fails to return the completed written claim form within the specified time period (absent extraordinary circumstances to be determined at CO's discretion), no action shall lie against CO.
- 2) Wheelchairs and Other Assistive Devices
- a) With respect to Domestic Carriage only, the baggage liability limits of 14 CFR 254 do not apply to claims for loss, damage or delay concerning wheelchairs or other assistive devices. The notice and claim requirements, however, do apply.
 - b) In the case of a lost, damaged, or destroyed wheelchair or other assistive device, documentary proof of loss is required from the Passenger to process a claim for damages. If a wheelchair or other assistive device can be returned to the Passenger in the condition in which it was received by making reasonable repairs, CO may, at the Passenger's request, make the repairs.
 - c) CO has the right to inspect and document any pre-existing damage prior to acceptance of wheelchairs or other assistive devices as Checked Baggage. CO reserves the right to refuse to transport large wheelchairs or other assistive devices that, due to the physical size of an aircraft compartment, cannot be carried upright safely without risk of serious damage to the wheelchair, or that would cause a load imbalance in a small baggage compartment and violate weight and balance safety requirements. In such case, CO will use reasonable efforts to assist the Passenger in identifying a flight using an aircraft that can accommodate the wheelchair.
- 3) EXCLUSIONS: CO shall not be liable for the loss of, damage to or delay in delivery of any of the following:
- a) Antiques, artifacts, heirlooms, collectibles, religious items;
 - b) Antlers;
 - c) Backpacks not designed for travel, sleeping bags and knapsacks made of plastic, vinyl or other easily torn material with aluminum frames, outside pockets or with protruding straps and buckles;
 - d) Business equipment and business samples;
 - e) Portable multimedia players including, but not limited to, CD, DVD or MP3 players;
 - f) Chinaware, glass, ceramics, pottery;
 - g) Computer hardware/software and electronic components/equipment;
 - h) Items checked in sacks or paper/plastic bags that do not have sufficient durability, do not have secure closures or do not provide sufficient protection to the contents;
 - i) Items checked in corrugated/cardboard boxes, including cardboard boxes provided by CO, except for items that otherwise would be suitable for transportation without the cardboard box (e.g., bicycle, garment bag);
 - j) Electronic and mechanical items, including cell phones, electronic games; and other related items;
 - k) Eyeglasses, Binoculars, Prescription Sunglasses and Non-Prescription Sunglasses and all other eyewear and eye/vision devices;
 - l) Flowers and plants;
 - m) Garment bags not designed for travel;
 - n) Irreplaceable items;

- o) Items made of paper (e.g., advertising displays, blueprints, maps, manuscripts, business/personal documents, historical documents, photos, books, negotiable papers, securities, etc.);
 - p) Jewelry;
 - q) Keys;
 - r) Liquids, perfumes, alcohol/liquor, jerkins, zamzam water;
 - s) Medicines, medical equipment;
 - t) Money, gift cards and gift certificates;
 - u) Natural fur products;
 - v) Perishable items such as food (e.g., fruits and vegetables, cheese, fresh or frozen meat or poultry, seafood, baked goods, dry ice, and tobacco);
 - w) Photographic/cinematographic/audio/video equipment, cameras and related items;
 - x) Precious metals/stones;
 - y) Tools, battery powered hand tools, tool boxes/containers, automotive towbars;
 - z) Totally unprotected items such as tennis racquets and umbrellas, either individually checked or tied/strapped to the outside of luggage;
 - aa) Silverware, knives, swords;
 - bb) Watches (Timepieces);
 - cc) Works of art such as paintings or sculptures; or
 - dd) Any other similar valuable property or irreplaceable property included in the Passenger's Checked or Carry-on Baggage with or without the knowledge of CO.
- 4) Assistance rendered to the Passenger by CO's employees and/or agents in loading, unloading, or storing unchecked, Carry-On Baggage or Cabin Baggage shall be considered as gratuitous service to the Passenger for which CO shall not be liable.
 - 5) For purposes of determining liability with respect to lost, damaged or destroyed baggage, the weight of each piece of such baggage shall be deemed to be the maximum allowable weight for each piece of such baggage under the Rule, unless the actual weight is stated on the Baggage Check.
 - 6) In the event of delivery to the Passenger of part but not all of the Passenger's Checked Baggage, or in the event of damage to part but not all of such Baggage, the liability of CO with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, regardless of the value of any part of the Baggage or contents thereof.
 - 7) CO's liability for Baggage is also limited in all of the following respects:
 - a) CO shall not be liable for Baggage not claimed by Passenger immediately upon arrival.
 - b) CO shall not be liable for damage caused by a customer's property, whether such damage is to the customer's own property or to other's property.
 - c) CO shall not be liable for the loss of, damage to or delay in delivery of any Baggage accepted by another carrier for Interline Transfer to CO, if the Baggage is not acceptable for transportation as Checked Baggage by CO.
 - d) A Passenger traveling with an animal shall be responsible for compliance with all governmental regulations and restrictions, including furnishing valid health and rabies vaccination certificates when required. CO will not be liable for loss or expense due to the Passenger's failure to comply with this provision, and CO will not be responsible if any animal is refused passage into or through any country, state or territory. (See Rule 23.)
 - e) CO shall not be liable for any Baggage for which CO has received a signed release form from the Passenger.
 - f) CO shall not be liable for damage to Checked Baggage which does not impair the ability of such Baggage to function and specifically shall not be liable for damage arising from the normal wear and tear of handling, including minor cuts, scratches, scuffs, dents, punctures, marks or soil.
 - g) CO shall not be liable for loss of or damage to protruding parts such as wheels, feet, external pockets, pull and extending handles, hanger hooks, external locks, pull straps and security straps.
 - h) CO shall not be liable for loss of or damage to articles due to a manufacturer's defect or due to overpacked Baggage.
 - i) CO shall not be liable for loss of or damage to articles which are strapped, fastened or otherwise secured to other Checked Baggage and which are not independently tagged and/or packaged. Such items include, but are not limited to, sleeping bags, luggage racks, luggage carriers and umbrellas.

- j) CO shall not be liable for damage caused by improperly packed Checked Baggage or Carry-on Baggage.
 - k) CO shall not be liable for the loss of, damage to or delay in delivery of any Checked Baggage of a person traveling on a Ticket who is other than the Passenger to whom the Ticket was issued.
 - l) CO shall not be liable for the loss of, damage to or delay in delivery of any Checked Baggage of an employee of an airline other than CO or such employee's family or friends traveling on a non-revenue Ticket. EXCEPTION: If the other airline has a ZED agreement with CO, CO will comply with its terms regarding loss of, damage to or delay in delivery of any Checked Baggage of an employee of another airline or such employee's family or friends traveling on a non-revenue Ticket.
 - m) CO will not be liable for delivery or interim expenses incurred by the Passenger with delayed baggage if Passenger fails to meet the check-in time requirements set out in Rule 23.
- 8) Services of Other Carriers
- a) CO's liability for damage, if any, shall be limited to occurrences on its own flights and the flights of its International Codeshare partners in accordance with Rule 18. In the case of Checked Baggage, the Passenger has the right of action against either the first or last carrier in the flown itinerary.
 - b) A carrier issuing a ticket or checking baggage for carriage over the lines of others (e.g., a carrier providing Interline Transportation) does so only as agent and is not liable for actions on the part of the operating carrier.
 - c) CO shall not be liable for the death or injury of a Passenger not occurring on its own operated flights.

RULE 29 CUSTOMER SERVICE COMPLAINTS

Customer compliments and complaints may be made by email or mail to the following:

- Website address:
www.continental.com/feedback
- Mailing address:
Customer Care – NHCCR
Continental Airlines, Inc.
900 Grand Plaza Dr.
Houston, TX 77067-4323

RULE 30 CONSENT TO USE OF PERSONAL DATA

Upon booking a ticket for transportation, purchasing other services, or participating in any CO program or service such as OnePass or the Presidents Club, you hereby authorize CO and its affiliates and authorized agents to (i) collect, process, retain and use, and (ii) transfer to third parties, including, but not limited to, subcontractors, agents, affiliates, marketing partners, other carriers, and government agencies, for their use, processing and retention, any and all personal data you provide when CO believes in good faith that it is in the interests of aviation security or that disclosure is otherwise necessary or advisable or as CO deems necessary to carry out any and all business purposes related to the program or services being requested and/or in the promotion of other information, goods, and services that may be of interest to you, including, but not limited to, the following purposes: making a reservation; purchasing a ticket; purchasing cargo services; participating in OnePass services; obtaining ancillary services, including accommodating special service requests; accounting, billing and auditing; checking credit or other payment mechanisms; operating frequent flyer programs; systems testing, maintenance and development; customer relations; sales and marketing; promotions for CO and/ or its affiliates goods and services and third party goods and services; statistical analysis; developing and tailoring current and future services; facilitating travel, including obtaining immigration, security, and customs clearance; complying with applicable laws, regulations, government requests, law enforcement requests, and/or valid court orders; providing data to third parties or governmental or law enforcement agencies to comply with, or assist in the development of, security, safety, or health measures for passengers, baggage or cargo, or to provide for the prevention or detection of imminent criminal acts or the apprehension or prosecution of offenders; protecting the legal rights of CO and/or its affiliates.

If a passenger wants to learn more about CO's Privacy Policy, it may be viewed at www.continental.com. This policy is merely a statement of administrative protocol; it is not a contract, nor is it made, or intended to be made, a part of this Contract of Carriage, nor does it create any contractual or legal rights.