General Conditions of Carriage

THESE GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE OF MALAYSIA AIRLINES BERHAD TAKE EFFECT ON 1 SEPTEMBER 2021

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ARTICLE 1 DEFINITIONS

As you read these Conditions of Carriage, the following expressions mean:

WE, OUR and US	Malaysia Airlines Berhad or Malaysia Airlines
YOU, YOUR and YOURSELF	Any person holding a ticket who is to be carried or is carried on an aircraft except members of the crew or, in relation to ticket refunds, the person who paid for the ticket (see also definition for Passenger).
AGREED STOPPING PLACES	For the purposes of the Convention and of these Conditions of Carriage means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.
AIR CARRIAGE	The carriage of a Passenger and their Baggage on an aircraft.
AIRLINE DESIGNATOR CODE	The letter and number code which identify a particular Carrier.
AUTHORISED AGENT	A passenger sales agent who has been appointed to represent us in selling air transportation on our services.
BAGGAGE	Your personal property accompanying you on your flight which, unless we say otherwise, consists of your Checked and Unchecked Baggage.
BAGGAGE CHECK	The parts of your Ticket which relate to carrying your Checked Baggage.
BAGGAGE IDENTIFICATION TAG	A document we give to you to identify each piece of your Checked Baggage.
CARRIER	An air carrier that carries or undertakes to carry the passenger and/or his baggage or performs or undertakes to perform any other service related to such air carriage.
CHECKED BAGGAGE	Baggage which we have taken into our custody and for which we have issued a Baggage Identification Tag and/or Baggage Check and travels in the hold of the aircraft.
CODE	The Malaysian Aviation Consumer Protection Code 2016 and subsequent amendments where applicable. A link to the Code and its amendments can be found at https://www.mavcom.my/en/resources/legislations/
CONDITIONS OF CARRIAGE	These conditions of carriage or another Carrier's conditions of carriage as the case may be.
CONJUNCTION TICKET	A ticket issued to you in conjunction with another ticket, which together make up a single contract of carriage.

CONVENTION	Whichever of the following instruments are applicable: • The Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw, 12 October 1929 (referred to as the Warsaw Convention); • The Warsaw Convention as amended at The Hague on 28 September 1955 (referred to as the Amended Warsaw Convention); • The Warsaw Convention as amended by Additional Protocol No 1 of Montreal (1975); • The Warsaw Convention as amended at The Hague and by Additional Protocol No 2 of Montreal (1975); • The Warsaw Convention as amended at The Hague and by Additional Protocol No 4 of Montreal (1975); • The Guadalajara Supplementary Convention signed at Guadalajara, 19 September 1961; or • The Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 29 May 1999 (referred to as the Montreal Convention).
DAMAGE	Includes death, injury, delay, loss, partial loss or other damage of any nature arising out of or in connection with carriage or other incidental services that we perform.
DAYS	Calendar days. For the purpose of notification or sending notices we will not count the day on which the notice is sent. For the purposes of deciding whether a Ticket is valid, we will not count the day on which the Ticket was issued, or when the first flight began.
ELECTRONIC PASS	The Flight Pass in digital, code or electronic format for an Electronic Ticket held in our computer database.
ELECTRONIC TICKET	An Itinerary/Receipt, Electronic Pass and any other boarding document we issue to you in digital format.
FLIGHT PASS	The part of your Ticket which shows the places of departure and destination between which you are entitled to be carried.
FORCE MAJEURE	Unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided despite all reasonable due care and attention being exercised.
ITINERARY/RECEIPT	A document we issue to a Passenger either on paper or in digital or electronic format containing a reference code, the Passenger's name, flight information and notices required under the Convention or as otherwise required.
OPERATING CARRIER	The carrier that actually operates the flight.
PASSENGER	Any person, except members of the crew, carried or to be carried in an aircraft with our consent pursuant to a Ticket.
REGULATIONS	Our terms and conditions, other than these Conditions of Carriage, published by us and in effect on the date of ticket issue, governing carriage of passengers and/or baggage and shall include any applicable tariff in force. A copy of the relevant terms and conditions may be viewed or downloaded from our website at www.malaysiaairlines.com.

SDR	Special Drawing Rights as defined by the International Monetary Fund.
STOPOVER	A scheduled stop on your journey at an intermediate point between the place of departure and the place of destination which you are scheduled to depart from more than 24 hours after arrival, which has been agreed in advance by us.
TARIFF	The published fares, charges and related conditions of carriage of an airline which have been filed where required with the appropriate authorities.
TICKET	Either a document called "Passenger ticket and Baggage Check" including its Itinerary/ Receipt if applicable, or an Electronic Ticket, which we or our Authorised Agents have issued to you.
TRANSIT PASSENGER	A passenger arriving at an airport for onward travel to another country on the same flight from that airport; or on a connecting flight from that airport; or on a connecting flight from another airport; or on another onward flight from that airport.
UNCHECKED BAGGAGE	Your Baggage other than your Checked Baggage which you take with you on to the aircraft in accordance with our Regulations.

ARTICLE 2 WHEN THESE CONDITIONS APPLY

2.1 GENERAL

2.1.1 Except as provided in Articles 2.2 to 2.6, these Conditions of Carriage apply to all transportation of passengers and Baggage that we perform for compensation or that other Carriers or companies perform on our behalf.

2.1.2 These Conditions of Carriage also apply to gratuitous and reduced fare carriage except to the extent that we have provided otherwise in our Regulations or in the relevant contracts, passes or Tickets for such carriage.

2.2 CARRIAGE TO/FROM CANADA AND THE USA

2.2.1 Carriage to/from Canada

These Conditions of Carriage apply to carriage between places in Canada or between a place in Canada and any place outside Canada, only to the extent they are incorporated in tariffs in force in Canada.

2.2.2 Carriage to/from the USA

These Conditions of Carriage will apply to carriage between a place outside the USA, and/or between places within the USA, only if they have been incorporated in tariffs in force in the USA.

2.3 CHARTERS

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage shall apply only to the extent provided in the charter agreement and the charter ticket. Where there are no charter regulations applicable, these Conditions of Carriage shall apply to such carriage in so far as they are not excluded by or inconsistent with the terms of the charter agreement and the charter ticket. By accepting the carriage pursuant to a charter agreement, whether or not concluded with the passenger, the passenger agrees to be bound by the applicable provisions of such agreement.

2.4 CODE SHARES

On some services we have arrangements with other Carriers known as "Code Shares". This means that even if you have a reservation with us and hold a Ticket where our name or Airline

Designator Code is indicated as the Carrier, another Carrier may operate the aircraft. In such cases, where there is any difference between our Conditions of Carriage and those of the Operating Carrier, the latter will prevail. If such arrangements apply we will advise you of the Carrier operating the aircraft when you are making a reservation or, if the identity of the Operating Carrier is not yet known at the time of reservation, ensure that you are informed of the same as soon as such an identity is established.

2.5 OVERRIDING LAW

To the extent that any provision contained or referred to in these Conditions of Carriage is contrary to anything contained in the Convention, where applicable, or the Code, or any applicable laws, government regulations, orders or requirements that cannot be waived by agreement of the parties, such provisions will not apply. The invalidity of any provision shall not affect the validity of any other provisions which remain valid.

2.6 CONDITIONS OF CARRIAGE PREVAIL OVER REGULATIONS

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and our Regulations, these Conditions of Carriage will apply.

ARTICLE 3 TICKETS

3.1 TICKET AS PRINCIPAL EVIDENCE OF CONTRACT

3.1.1 The Ticket constitutes prima facie evidence of the contract of carriage between us and the Passenger named on the Ticket. We will provide carriage only to the Passenger named on a Ticket (or holding, as proof of payment or part payment, any other document) issued by us or our Authorised Agent. The Ticket is and remains at all times the property of the Carrier that issues it.

3.1.2 Identification of Passengers

We will require you to produce identification to prove you are the Passenger named in the Ticket before allowing you to board our flight.

3.1.3 Valid Ticket Required for Carriage

You shall not be entitled to be carried on a flight unless you provide positive identification and an Itinerary/Receipt which is valid and duly issued in accordance with our Regulations and contained in our database.

Except in the case of an Electronic Ticket or unless authorised in writing by us, you shall not be entitled to be carried on a flight unless *you present* us with a Ticket that is valid and has been duly issued in accordance with our Regulations. The Ticket must contain the Flight Pass for that flight, and all other unused Flight Pass. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered by anyone other than us or our Authorised Agent.

In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and an Itinerary/ Receipt which is valid and duly issued in accordance with our Regulations and contained in our database.

3.1.4 Loss or Mutilation of Your Ticket

If your Ticket (or any part of it) is lost or mutilated, or you do not present a Ticket containing any reference number, the issuing Carrier may at the Passenger's request and subject to the Carrier's Regulations replace the Ticket (or any part of it) by issuing a new Ticket, on proof satisfactory to the Carrier, that a Ticket valid for the flight(s) in question was duly issued, and the Passenger agrees to such form as may be prescribed by the Carrier to pay any costs and losses reasonably incurred by us or the other Carrier resulting from the misuse of the Ticket. The issuing Carrier may require you to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when the issuing Carrier is satisfied that a Ticket was issued, paid for

and not used before the expiry of its validity. The issuing Carrier may levy a reasonable administration charge for replacing the Ticket in accordance with the Regulations.

A Ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

3.1.5 Ticket not Transferable

A ticket is issued to you personally and is not transferable. You must not give it to anyone else to use.

3.2 PERIOD OF VALIDITY

3.2.1 Except as otherwise provided in the Ticket, these Conditions of Carriage or our Regulations, or in any tariffs which apply to your Ticket, your Ticket is valid for:

(a) one year from the date it was issued; or

(b) one year from the date you first travelled using the Ticket, as long as your first flight took place within a year of the ticket being issued.

3.2.2 Extension of Validity

We will extend the validity of your Ticket for a period of thirty (30) Days from the date it expires if you are prevented from travelling within the period of validity of the Ticket for any of the following reasons:

(a) we cancel the flight on which you hold a reservation;

(b) we omit a scheduled stop, being your place of departure, place of destination or a Stopover;

(c) we fail to operate a flight reasonably according to schedule;

(d) we cause you to miss a connection;

(e) we substitute a different class of service; or

(f) we are unable to provide previously confirmed space.

3.2.3 When you are prevented from travelling within the period of validity of the Ticket because at the time you request a reservation we are unable to provide space on the flight, the validity of such Ticket will not be extended unless otherwise provided in our Regulations.

3.2.4 In the event of your death during your journey, the Tickets of the persons accompanying you may be modified by waiving any minimum stay requirement or extending the validity. In the event of a death in your immediate family once you have commenced your journey, the validity of your Tickets and those of your immediate family accompanying you may be likewise modified. Any such modification shall be made upon receipt of a proper death certificate and any extension of validity shall not be for a period longer than thirty (30) Days from the date of the death.

3.2.5 If you have a non-refundable ticket, which is completely or partially unused and you are prevented from travelling due to Force Majeure, provided that you promptly advise us and furnish evidence of such Force Majeure, we may provide you with a credit voucher equivalent to the value of the unused portion of the non-refundable fare, if any, for future travel with us, subject to deduction of a reasonable administration fee.

3.3 USE OF YOUR TICKET

3.3.1 The Ticket you have purchased is valid for transportation from your point of origin, via any Stopover or Agreed Stopping Place as shown in your Ticket. You will use the Ticket as per the sequence of travel provided in the Ticket. The Ticket may automatically lose its validity if you omit to use any of the sectors and you did not make any prior notification to us.

3.3.2 The fare you have paid is calculated on the basis of the entire sequence of travel shown on the Ticket.

Should you wish to change your journey you must contact us in advance. The fare for your new journey will be recalculated and you will be given the option of accepting the new price or maintaining your original journey as ticketed.

Should you change your journey without our agreement we reserve the right to assess the correct fare for your actual travel and collect from you (or refund to you, as the case may be) any difference between the fare you have paid and the fare applicable for your revised journey, inclusive of any other costs and expenses incurred by us as a result of the revised journey.

3.3.3 Please be aware that while some types of changes will not result in a changed fare, others such as changing your point of origin or reversing the direction you travel can result in an increase in price. Many special fares are valid only on the dates and flights shown on the Ticket and cannot be changed. Any changes will be subject to the fare rules and conditions applicable to your Ticket.

3.3.4 Each Flight Pass, or in the case of an Electronic Ticket, each Electronic Pass, will be accepted for carriage in the class of service as specified therein on the date and flight for which space has been reserved. When the Flight Passes or Electronic Passes are issued without a reservation being specified, we will reserve space upon your request subject to the conditions of the relevant fare and the availability of space on the flight requested.

3.4 OUR NAME AND ADDRESS ON THE TICKET

3.4.1 Our name may be abbreviated to the MH Airline Designator Code on the Ticket. Our address is Level 1, Administration Building, Southern Support Zone (SSZ), Kuala Lumpur International Airport – KLIA, 64000 Sepang, Selangor Darul Ehsan, Malaysia.

3.4.2 For any queries or complaints, you can find details on how to contact us at https://www.malaysiaairlines.com/hq/en/help/contact-us.html OR https://www.malaysiaairlines.com/my/en/help.html

ARTICLE 4 STOPOVERS

4.1 Stopovers may be permitted at Agreed Stopping Places subject to government requirements and our Regulations.

4.2 Stopovers must be arranged with the Carrier in advance and specified on your Ticket and additional charges will be payable.

ARTICLE 5 FARES AND CHARGES

5.1 GENERAL

Our fares apply only for carriage from the airport at the point of origin to the airport at the place of destination unless we say otherwise. Fares do not include ground transport between one airport and another or between an airport and town/city terminal.

5.2 APPLICABLE FARES

Applicable fares are the published fares that are in effect on the date of payment in full of the Ticket applicable for the date of commencement of the first international flight travel segment. Subject to government requirements and our Regulations, the applicable fare is the fare valid for carriage on the date of each flight specified on the Ticket, or in the case of an Electronic Ticket, as indicated for each flight segment in the Itinerary/Receipt. If the fare that we (or our Authorised Agent) have collected from you is not the applicable fare, the difference shall be paid by you, or, as the case may be, refunded by us, in accordance with our Regulations.

5.3 ROUTING

Unless otherwise provided, fares apply only to routings published in connection with our Regulations. If there is more than one routing at the same fare, you may select the routing prior to the issue of your Ticket. If no routing is selected, we may determine the routing within our discretion.

5.4 TAXES, FEES AND CHARGES

5.4.1 You must pay all charges, including any surcharges, fees and taxes, imposed by us or imposed on us or on you by any government or other authorities, including operators of airports or under any written law.

5.4.2 At the time you purchase your Ticket, you will be provided with details of the applicable charges.

5.4.3 However, if any additional charges are imposed by the government or under any written law after the date of Ticket issuance, we will make all reasonable efforts to give you notice of the potential price increase and will seek your written consent before charging the additional amount to you.

Alternatively, you may choose to cancel the Ticket and obtain a full refund of the sums paid. If any charges which you have paid to us at the time we issue the ticket are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you may be entitled to claim a refund from us.

5.5 CURRENCY

You must pay the fare and any taxes, fees, charges and surcharges in the currency of the country in which the Ticket is issued, unless we or our Authorised Agents say you must use another currency at or before the time you pay. We may at our discretion, accept payment in another currency. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange established in accordance with our Regulations.

ARTICLE 6 RESERVATION

6.1 RESERVATION REQUIREMENTS

6.1.1 A reservation is not confirmed until (i). it is entered on the appropriate Flight Pass, or in the case of an Electronic Ticket, the Electronic Pass, by the Carrier or its Authorised Agent; (ii). a Ticket has been duly issued to the Passenger, or in the case of an Electronic Ticket, when it has been duly created in our database; and (iii). the Passenger has paid for his Ticket (or made credit arrangements with the Carrier) within the ticketing time limit prescribed in the Carrier's Regulations. A reservation that does not comply with any of these requirements may be cancelled by us at any time without notice.

6.1.2 As provided in our Regulations, certain fares may have conditions which limit or exclude your right to change or cancel reservations.

6.2 TICKETING TIME LIMITS

If you have not paid for your Ticket prior to the deadline we or our Authorised Agents have set, we will cancel your reservation.

6.3 USE OF PERSONAL INFORMATION

6.3.1 The collection and use of such personal information will be in accordance with our Privacy Policy, details of which are set out below in Article 6.3.3. Without limiting that generality, by way of illustration, we may use the personal information that you provide and we collect, including information about your purchase history and how you use our services and facilities, for the purposes of making a reservation, purchasing and issuing a ticket, accounting, billing and auditing, verifying and screening credit or other payment cards, immigration, and customs

control, safety, security, health, administrative and legal purposes, operating frequent flyer programmes, customer relations and helping us in any future dealings with you.

6.3.2 For these purposes you authorise us to retain such personal information and to transmit or release it to our own offices, our subsidiaries, other carriers or the providers of such services or related services, government and enforcement agencies and credit and other payment card companies in whatever country they may be located.

6.3.3 The collection and use of such personal information will be in accordance with our privacy policy, a copy of which may be viewed or obtained from www.malaysiaairlines.com.

6.4 SEATING SELECTION

We will try to honour advance seating requests. We cannot guarantee that you will be able to sit in any particular seat. We reserve the right to change your seat at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

6.5 SERVICE CHARGE WHEN SPACE NOT OCCUPIED

Except in the case of travel on non-refundable fares, you may be required to pay a reasonable service charge, in accordance with our Regulations, if you fail to use space for which you made a reservation or cancel the reservation within the cancellation time limit prescribed in our Regulations.

6.6 RECONFIRMATION OF RESERVATIONS

6.6.1 You may have to re-confirm to us your reservation through our ticketing office, call centre or travel agent for any onward or return travel before the departure time of your flight as provided for hereunder or by any Regulation.

6.6.2 If you are required to re-confirm your onward or return travel and you fail do so, we may decide to cancel your onward or return reservations

6.6.3 If you fail to re-confirm but let us know that you still want to travel and there is space on the flight, we may reinstate your reservations and carry you. If there is no space on the flight, we will use reasonable efforts to carry you to your next or final destination on a later flight as set out in the fare rules and conditions applicable to your ticket.

6.6.4 You should also check the re-confirmation requirements of any other Carriers involved in your journey and where necessary, re-confirm with the Carrier whose Airline Designator Code appears on the ticket for the flight in question.

6.7 CANCELLATION OF ONWARD RESERVATION MADE BY CARRIER

6.7.1 A Ticket is valid only for the transportation as shown on or in it, from the place of departure via any Agreed Stopping Places to the final destination. We will honour the Flight Pass/Baggage Checks only in sequence of travel as provided for by the Ticket.

6.7.2 If you do not use a reservation and fail to advise us in advance, we will cancel any unused onward or return reservations for your journey.

6.8 PASSENGERS REQUIRING ADVANCE ARRANGEMENTS

6.8.1 Passengers with a disability may request for advance arrangements in accordance with Article 19.

6.8.2 If you are not a Passenger with a disability but you ask us or our Authorised Agents at the time of booking to provide any special assistance, we will make commercially reasonable efforts to meet your request.

6.9 PREGNANT PASSENGERS

6.9.1 If you wish to travel whilst you are pregnant then the following conditions will apply based on the term of your pregnancy and how many children you are expecting:

(a) You must complete our Release and Indemnity (R&I) form when you check in or arrive at the airport.

(b) For normal (i.e. without complication) single pregnancy for both domestic and/or international travel, we cannot accept any pregnant Passengers after 36th week for travel on our flights.

(c) For complicated or multiple pregnancies for both domestic and/or international travel, we cannot accept any pregnant Passengers after 32nd week to travel on our flights.

(d) Unless you advise us that your pregnancy is complicated or high-risk, then we do not require a medical certificate for travel with us before the 28th week.

(e) For travel with us after the first 28 weeks of your pregnancy you will need to carry a certificate or letter from your doctor or midwife.

(f) Medical clearance will otherwise be required if you are having complications with your pregnancy. If MEDIF forms are required then they must be issued no more than one month before travel, otherwise a new MEDIF form will be required. All MEDIF forms must be provided to us no later than three (3) days before departure.

(g) Any certificates or letters from your doctor or midwife must be issued within 10 days of your departure. Some countries place limitations on the entry of non-national pregnant women. It is advisable to check with the local consulate to confirm the country specific requirements.

(h) Pregnant passengers cannot be seated in an emergency exit seat.

(i) Mother and infant within the first seven days of delivery are not recommended for air travel.

6.10 UNACCOMPANIED MINORS

6.10.1 Our unaccompanied minor service allows our young Passengers from 5 up to 15 years old to travel on our flights without their parent or guardian as follows:

(a) We are unable to carry children under the age of 5 as unaccompanied minors.

(b) Unaccompanied minors up to the age 12 may travel alone and must register as an unaccompanied minor. The Ticket for the unaccompanied minor will be charged at a full adult fare and our service fee will also apply.

(c) Unaccompanied minors from the age of 12 up to the age of 15 do not need to book our unaccompanied minor service but their parents or guardians may do so if they wish.

(d) The parent or guardian will be required to provide the full name, contact information, and other relevant details of the person assigned to drop-off and pick-up the unaccompanied minor for each journey. They must print the completed UMNR form and sign a declaration of indemnity before the journey commences. This can also be done at the airport.

(e) Children between 12 to below 15 years of age are not permitted to escort unaccompanied minors in the absence of a fellow guest accompanying who is 18 years and above.

(f) Unaccompanied minors can be accepted on their flight at any time when the check-in counters are open, but we will only assume responsibility for the Unaccompanied Minor 90 minutes before the scheduled departure time. The parent or guardian should remain at the airport and be contactable until the flight has departed.

(g) if your booking involves a transfer with stopovers of more than 24 hours, you will be unable to use this service unless parents or guardians have arranged for the unaccompanied minor to be picked up at the transfer airport.

(h) If the journey involves carriage on multiple Carriers then you must check the unaccompanied minor policies for those Carriers before you make any arrangements with us.

(i) Subject to seat availability. Unaccompanied minors cannot be seated in an emergency exit seat.

More information and the UMNR form can be found at:

https://www.malaysiaairlines.com/my/en/plan-your-trip/infants-children.html

ARTICLE 7 CHECK-IN AND BOARDING REQUIREMENTS

7.1 Check-in deadlines vary at every airport and your journey will be smoother if you allow yourself sufficient time to check-in. Please find out the check-in deadlines for your flight before you travel and keep to them. We may also tell you a time by which you must present yourself for check-in.

7.2 If you do not complete the check-in process by the check-in deadline, we may decide to cancel your reservation and not carry you. By completing the check-in process we mean that you have received your boarding pass for your flight.

7.3 You must be present at the boarding gate no later than the time we give you when you check in. We may decide not to carry you if you fail to arrive at the boarding gate on time.

7.4 We will not be liable to you for any loss or expense you suffer if you fail to meet check-in deadlines, fail to present yourself for check-in on time or fail to be at the boarding gate on time.

7.5 We will not delay the departure of our flight if you do not check-in or board in time.

ARTICLE 8 REFUSAL OF AND LIMITATION ON CARRIAGE

8.1 OUR RIGHT TO REFUSE CARRIAGE

We may refuse to carry you or your Baggage, or remove you or your Baggage from our flight if one or more of the following has happened or we reasonably believe may happen:

8.1.1 If carrying you would be contrary to government laws, regulations or orders, or if the immigration authority for the country you are travelling to, or for a country in which you have a stopover, has told us (either orally or in writing) that it has decided not to allow you to enter that country, even if you have, or appear to have, valid travel documents.

8.1.2 If carrying you or your Baggage may put the safety of the aircraft or the safety or health of any person in the aircraft in danger.

8.1.3 If carrying you or your Baggage may affect the comfort of any person in the *aircraft.*

8.1.4 If you are drunk or under the influence of drink or drugs.

8.1.5 If your mental or physical state is a danger or risk to you, the aircraft or any person in it.

8.1.6 If you have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security.

8.1.7 If you refuse to submit to a security check to be carried out on you or your Baggage.

8.1.8 If the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between us and yourself (or the person paying for the Ticket) has not been complied with.

8.1.9 If you do not appear to have proper documents for your journey.

8.1.10 If you are not properly or are objectionably attired.

8.1.11 If you have used threatening, abusive or insulting words towards our ground staff *or* another passenger or a member of the crew of the aircraft.

8.1.12 If you have behaved in a threatening, abusive, insulting or disorderly way towards a member of our ground staff or a member of the crew of the aircraft.

8.1.13 If you have deliberately interfered with a member of the crew of the aircraft carrying out their duties.

8.1.14 If you have put the safety of either the aircraft or any person in it in danger.

8.1.15 If you have made a hoax bomb or other security threat.

8.1.16 If you have committed a criminal offence during the check-in or boarding processes or on board the aircraft.

8.1.17 If you ask the relevant government authorities for permission to enter a country in which you have landed as a transit passenger.

8.1.18 If you have not presented a valid ticket.

8.1.19 If you destroy your travel documents during flight.

8.1.20 If you refuse to surrender travel documents to us for examination or photocopying or to be held by the flight crew, against receipt, when we so request.

8.1.21 If the ticket you present :

(a) has been acquired illegally;

(b) was not purchased from us or our Authorised Agents;

(c) was not issued by us or our Authorised Agents;

(d) has been reported as being lost or stolen;

(e) is a counterfeit ticket; or

(f) you have not used the Tickets in accordance with your sequence of travel, or the Flight Pass, the Ticket or the Electronic Pass has been altered by anyone other than us or our Authorised Agent, or in the case of a Flight Pass, has been mutilated in which case we reserve the right to retain the Ticket.

8.1.22 If you cannot prove that you are the person named on the Ticket.

8.1.23 If you have failed to complete the check-in process by the check-in deadline.

8.1.24 If you have failed to arrive at the boarding gate on time.

8.1.25 If you have behaved in a way mentioned above on or in connection with a previous flight and we reasonably believe that you may repeat this behaviour.

8.2 LIMITATIONS ON OUR OBLIGATION TO PROVIDE CARRIAGE

8.2.1 We will not carry unaccompanied children, incapacitated persons, pregnant women or persons with illness unless prior arrangements have been made with us in accordance with our Regulations.

8.2.2 If we believe that the aircraft weight limitations or seating capacity may be exceeded, we will decide in our reasonable discretion which Passengers or Baggage shall be carried.

8.3 CONSEQUENCES OF REFUSAL TO CARRY

8.3.1 If we have refused to carry you, or removed you from a flight as provided in Article 8.1, we may cancel the remaining unused portion of your Ticket and you will not be entitled to further carriage or to a refund either for the sector that is the subject of the refusal of carriage or removal, or any subsequent sectors covered by the Ticket.

8.3.2 We will not be liable for any consequential or incidental loss or damage due to any such refusal to carry or removal en route and we shall be entitled to recover from you all direct and indirect costs we incur as a result of such refusal or removal including the costs of diverting our flight.

ARTICLE 9 BAGGAGE

9.1 ITEMS THAT ARE NOT ACCEPTABLE AS BAGGAGE

9.1.1 You may not include in your Baggage:

(a) items which do not constitute Baggage as defined in Article 1 of these Conditions of Carriage;

(b) items which are likely to endanger the aircraft or persons or property on board the aircraft, such as explosives, ammunition, compressed gases (flammable, non-flammable and poisonous), corrosives materials (such as acids, alkalis and wet cell batteries), etiologic agents (bacteria, virus etc), explosive, munitions, fireworks, flares, oxidizing materials (bleaching powder and peroxides), radio-active or magnetized materials, flammable liquids (lighters or heating fuels), gels or materials that are easily ignited, poisonous, offensive or irritating substances, (such as cyanide, arsenic, weed killers, mercury and magnetized), liquids (other than liquids in the Passenger's Unchecked Baggage for use in the course of the journey), or those items specified in the Dangerous Goods Regulations of the International Civil Aviation Organisation **(ICAO)** and the International Air Transport Association **(IATA)**, and in our Regulations;

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

(d) items which we reasonably consider are unsuitable for carriage by reason of their weight, size or character, such as fragile or perishable items; or

(e) live animals, except as provided for in Article 9.11 of this Article.

9.1.2 We cannot carry firearms and ammunition other than for hunting and sporting purposes as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage in accordance with our Regulations. When you present a firearm for carriage it must be unloaded, the safety catch must be on, and it must be suitably packed. Carriage of ammunition is subject to ICAO and IATA Dangerous Goods Regulations and prevailing national and international security regulations.

9.1.3 You shall not include in Checked Baggage fragile or perishable items, artwork, cameras, money, jewellery, precious metals, computers, electronic and/or telecommunications equipment or devices, optical or photographic equipment, digital devices/items, silverware, prescribed medicine or drugs, negotiable papers, securities, business and legal documents, manuscripts or deeds, passports and other identification documents or samples, or any other valuables.

9.1.4 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage in accordance with our Regulations but will not be permitted in the aircraft cabin or in your Unchecked Baggage.

9.1.5 If, despite being prohibited, any items referred to in Articles 9.1.1 to 9.1.3 are included in your Baggage and we carry the Baggage, we shall not be responsible for any Damage to such items.

9.2 RIGHT TO REFUSE CARRIAGE

9.2.1 We may refuse to carry items described in Article 9.1 that are prohibited from carriage as Baggage, and may refuse further carriage of any such items upon discovery.

9.2.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, contents or character, or for safety or operational reasons (including Baggage which does not belong to you and which you have pooled with your own Baggage), or for the comfort and convenience of other passengers. We will not be liable for refusing to carry such Baggage.

9.2.3 Unless advance arrangements for its carriage have been made with us, we may carry any Baggage which exceeds the applicable free Baggage allowance on a flight other than the flight we carry you on.

9.2.4 We may refuse to accept Baggage as Checked Baggage unless it is in our reasonable opinion properly and securely packed in suitable containers to ensure safe carriage with ordinary care in handling.

9.3 OUR RIGHT TO REQUIRE A SEARCH

9.3.1 For reasons of safety and security, we may, or request that you permit a search, x-ray or scan to be made on you or your Baggage, and we may search or have searched your Baggage in your absence if you are not available, for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in Article 9.1.1 or any firearms or ammunitions which have not been presented to us in accordance with Article 9.1.2. We are not liable for any Damage caused by a search, x-ray, or scan, unless such Damage is due to our fault or negligence.

9.3.2 If you are unwilling to comply with such request we may refuse to carry you or your Baggage

9.4 CHECKED BAGGAGE

9.4.1 Upon delivery to us of your Baggage for check-in, we shall take custody of the Baggage and issue a Baggage Identification Tag for each piece of Checked Baggage.

9.4.2 It is your responsibility to ensure that your Baggage is adequate and correctly labelled for the purpose of identification.

9.4.3 We will carry your Checked Baggage on the same aircraft as yourself, unless we decide for safety, security or operational reasons to carry the Checked Baggage on another flight on which space is available. In such event, you shall be entitled to compensation for delay to the extent provided in the Convention or Code, or otherwise in these Conditions of Carriage, unless the reason the Baggage could not be carried on our flight is due to late check-in or other factors within your control. This paragraph shall not apply to Baggage in excess of the free baggage allowance, carriage of which is subject to our Regulations.

9.5 FREE BAGGAGE ALLOWANCE

9.5.1 You may carry some Baggage, free of charge, either into the cabin or having it placed for carriage in the aircraft hold. Your Baggage allowance will depend on the terms and conditions of your Ticket and is also subject to certain limitations as to the number of items of luggage, the size and weight as follows:

Checked Baggage

(a) Unless stated otherwise (e.g. domestic flight weight restrictions), the maximum weight allowances for Checked Baggage are up 23kgs for Economy Class and 32kg for Business Class/Business Suite. For Passengers travelling domestic routes within Malaysia the limit is 20kg. Enrich Platinum, Gold and Silvers members and Oneworld members may have additional Baggage allowance.

(b) We will also not accept any single piece of Checked Baggage that is more than 158cm (62") in linear dimension. The total dimension of your Checked Baggage can be measured by the sum of its width, height and length (L+W+H = 158cm or 62"). Checked Baggage whose linear dimensions between 158cm (62") and 204cm (80") is considered oversized and additional charges shall apply. Baggage exceeding 204cm (80") will not accepted as checked-in or carry-on luggage and must be carried as cargo.

More information can be found at:

https://www.malaysiaairlines.com/my/en/plan-your-trip/baggage/checked-baggage.html

Unchecked Baggage

(c) Passengers in Economy Class are allowed one (1) piece of Cabin Baggage with a maximum weight of 7kg. Passengers in Business Class and Business Suite are allowed two (2) pieces of Unchecked Baggage with a maximum weight of 14kg. Unchecked Baggage should not exceed the maximum dimensions. The maximum dimensions of Unchecked Baggage are 56+36+23cm (22"+14+9").

More information can be found at:

https://www.malaysiaairlines.com/my/en/plan-your-trip/baggage/cabin-baggage.html

9.5.2 More general information about the carriage of your Baggage is also available from our website and our Authorised Agents.

9.6 EXCESS BAGGAGE

We reserve the right to refuse to carry Baggage that exceeds the free baggage allowance. Baggage in excess of the free baggage allowance will be carried at our discretion subject to space and weight limitations. You must pay a charge for the carriage of Baggage in excess of the free baggage allowance including Unchecked Baggage retrieved from you at any time up to the time of boarding the aircraft at the rate and in the manner provided in our Regulations. We may raise this charge at the point of your departure, stopover or destination.

More information about our excess baggage fees and charges can be found at:

https://askmh.malaysiaairlines.com/faq/s/article/What-is-the-excess-baggage-fee-structure?language=en_US

9.7 EXCESS VALUE DECLARATIONS AND CHARGES

You may declare a value for Checked Baggage in excess of the applicable Convention liability limits. If you make such a declaration, you must pay additional charges in accordance with our Regulations.

9.8 UNCHECKED BAGGAGE

9.8.1 Any Unchecked Baggage must fit under the seat in front of you or in an enclosed storage compartment in the cabin. Items that cannot be stored in this manner, or items that we consider of excessive weight or size, or of an offensive nature, will not be permitted in the cabin.

9.8.2 Objects that we consider unsuitable for transportation in the cargo compartment (including delicate musical instruments and the like) will only be accepted for transportation in the cabin compartment provided we have given our permission in advance. You must pay a charge for the transportation of such objects in accordance with our Regulations.

9.8.3 We will not be liable for any Damage to Unchecked Baggage unless such Damage is caused by our own negligence.

9.9 COLLECTION AND DELIVERY OF BAGGAGE

9.9.1 You must collect your Baggage as soon as it is available for collection at your destination or Stopover. If you do not collect your Baggage within a reasonable period of time, we may charge you a fee for storing it.

9.9.2 Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Baggage. Failure to produce the Baggage Identification Tag shall not prevent delivery provided the Baggage Check is produced and the Baggage is identified by other means.

9.9.3 If a person claiming Baggage is unable to produce the Baggage Check or a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage, and if required by us, indemnifies us for any loss, damage or expense which we may incur as a result of such delivery.

9.9.4 Acceptance of Baggage by the person bearing the Baggage Check without complaint at the time of delivery creates a presumption that the Baggage has been delivered in good condition and in accordance with the contract of carriage.

9.10 UNCLAIMED BAGGAGE

If you do not claim your Baggage within three (3) months from the day we make it available to you, we are entitled to presume that you have abandoned the Baggage and we may dispose the Baggage without any liability to you.

9.11 CARRIAGE OF ANIMALS

9.11.1 Subject to our advance permission and Regulations, we will accept animals such as dogs, cats, household birds and other pets for carriage when properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit.

9.11.2 If accepted as Baggage, the animal, together with its container and food carried, shall not be included in your free baggage allowance but shall constitute excess Baggage for which you must pay the applicable charge. Animals must be carried in the cargo compartment of the aircraft, and are not allowed in the passenger cabin.

9.11.3 Subject to our Regulations, guide dogs accompanying sight or hearing impaired Passengers, together with containers and food, will be carried free of charge in addition to the free baggage allowance.

9.11.4 Our acceptance for carriage of animals is subject to the condition that you assume full responsibility for the animals. Where carriage is not subject to the liability rules of the Convention, we will not be liable for injury to, loss of, delay of, sickness of or death of the animal except in the case of our own negligence.

9.11.5 We will have no liability for any such animal not having the necessary exit, entry, health and other documents necessary or convenient with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

9.12 ITEMS REMOVED FROM PASSENGERS BY AIRPORT SECURITY PERSONNEL

We will have no liability to you for Damage to any item that the airport security personnel, acting in accordance with government regulations, remove from you or your Baggage, even if the airport security personnel give the items to us.

ARTICLE 10 SCHEDULES, DELAYS AND CANCELLATION OF FLIGHTS

10.1 SCHEDULES

We undertake to use our best efforts to carry you and your Baggage with reasonable dispatch. Although we undertake to use our best efforts to adhere to our timetables and published schedules, we do not guarantee that your flight will depart and arrive at the times set forth in our timetables and schedules. Furthermore, our timetables and published schedules shall form no part of your contract with us. If you provide us with sufficient contact information, we will endeavor to let you know about any changes or re-timing of schedules.

10.2 CHANGE IN FLIGHT STATUS

10.2.1 In the event of a change in the status of a flight where there is a cancellation or delay of thirty (30) minutes or more in the scheduled operation of the flight, we shall provide to you prior notification of such change in flight status as soon as practicable provided that:

(a) If we decide to cease operating on any particular route, we shall provide to you information about the intended cessation at least thirty (30) days prior to the date of the cessation; or

(b) If we decide to perform a planned flight rescheduling to three (3) hours earlier or later than the scheduled time of departure, we shall inform you of the rescheduled time within twelve (12) to forty-eight (48) hours from the scheduled time of departure.

10.2.2 If we cancel or delay a flight, are unable to provide previously confirmed space, fail to stop at your Stopover or destination point, or cause you to miss a connecting flight on which you hold a reservation (whether or not due to our route cessation or flight rescheduling), except as otherwise provided by the Convention or the Code, we may elect to offer you either one or more of the following options with due consideration to your reasonable interests and applicable circumstances:

(a) carry you on another of our scheduled services on which space is available;

(b) within a reasonable period of time, re-route you to the destination indicated on your Ticket or applicable portion of your Ticket by our own scheduled services or the scheduled services of another Carrier, or by means of surface transportation. If the sum of the fare, excess Baggage charge and any applicable service charge for the revised routing is higher than the refund value of the Ticket, or applicable portion of the Ticket, we will collect no additional fare or charge from you, and will refund the difference if the fare and charges for the revised routing are lower;

(c) make a refund in accordance with the provisions of Article 11.3; or

(d) reasonable assistance and care/compensation such as meals, refreshments, limited telephone calls, internet access, hotel accommodation and/or airport transfer.

10.2.3 In the event:

(a) your flight is cancelled or delayed due to causes beyond our control such as, but not limited to, Force Majeure, war, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcoming or strikes; or

(b) the route cessation or planned flight rescheduling is caused by an air traffic management decision in relation to a particular aircraft on a particular day which gives rise to a long delay, an overnight delay or the cancellation of one or more flights despite us taking all reasonable measures to avoid the delay or cancellation,

we will not be liable to you and shall be under no immediate obligation to comply with Article 10.2.2 although we shall make reasonable efforts to assist you as best as we can in the prevailing circumstances.

10.3 SUBSTITUTION OF CARRIER/AIRCRAFT

We reserve the right to substitute an alternative Carrier and/or aircraft.

10.4 EC REGULATION 261/2004

10.4.1 In the event of denied boarding, flight cancellation or delayed departure of a flight which is due to depart from an airport in the European Commission **(EC)**, EC Regulation 261/2004 or any applicable national law incorporating EC Regulation 261/2004 shall apply to any claims for compensation provided thereunder. The provisions under EC Regulation 261/2004 shall prevail if any of the provisions of this Article 10 are inconsistent with our obligations and your rights under EC Regulation 261/2004.

10.4.2 Where EC Regulation 261/2004 applies, you must submit claims directly to us and allow us 28 days or such time as prescribed by applicable law (whichever is the shortest) to respond directly to your claim before you engage a third party to claim on your behalf.

10.4.3 We will not process any claim submitted by a third party if you have not submitted the claim directly to us and allowed us time to respond, in accordance with Article 10.4.2 above.

10.4.4 Articles 10.4.2 and 10.4.3 above will not apply to Passengers who do not have the capacity to submit claims themselves. In such circumstances, a legal guardian on behalf of a Passenger who lacks capacity to bring a claim may submit a claim to us. We may request evidence that the legal guardian has authority to submit a claim on the Passenger's behalf.

10.4.5 A Passenger may submit a claim to us on behalf of other Passengers in the same booking. We may request evidence that the Passenger has the consent of other Passengers in the booking to submit a claim on their behalf.

10.4.6 In any event, save for Articles 10.4.4 and 10.4.5 above, we will not process any claim submitted by a third party on your behalf unless the claim is accompanied by appropriate documentation duly evidencing the authority of the third party to act on your behalf.

10.4.7 This Article does not prohibit you from consulting legal or other third party advisers before you submit your claim directly to us.

10.5 OVERBOOKING

10.5.1 Our flights may occasionally be overbooked on flights where seats would otherwise be empty so that we can reduce the impact of Passengers who do not show up.

10.5.2 If your flight is overbooked or if we believe that the aircraft weight limitation or seating capacity would otherwise be exceeded, we will notify Passengers at the airport (either at the check-in counters or at the departure gate) and look for volunteers who are willing to take a later flight or cancel their journey. In case there are not enough volunteers, we may need to deny boarding to one or more Passengers against their wishes including you.

10.5.3 If there are insufficient numbers of volunteers, we will prioritise carriage for our elderly Passengers, families with babies and small children and passengers with disabilities. Thereafter, our decisions will be based on the specific fare type associated with the Ticket.

10.5.4 If you are denied boarding due to an overbooking of our flight for which you have a valid Ticket, you have checked in on time and complied will all applicable requirements for travel as set out in these Conditions of Carriage, we may offer you compensation in the form of credit notes for use on our future flights of between RM180 and RM2,510 (or the equivalent value in local currency), Enrich mileage points or a free Ticket, subject to applicable terms and conditions.

10.5.5 In the event of overbooking, we will also provide any assistance and care required by any law which may apply.

ARTICLE 11 REFUNDS

11.1 GENERAL

If we fail to provide carriage in accordance with the contract of carriage, or if you choose not to use your Ticket, we will refund the unused Ticket or any unused portion in accordance with the fare rules and conditions applicable to your Ticket.

11.2 PERSON TO WHOM REFUND WILL BE MADE

11.2.1 Except as provided in this Article, we shall be entitled to make a refund either to the person named in the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory proof of such payment.

11.2.2 If a Ticket has been paid for by a person other than the Passenger named in the Ticket, we may make a refund only in the same manner as how the payment was received.

11.2.3 A refund made to anyone presenting the details of the unused portion of the Ticket, and holding himself or herself out as a person to whom a

refund may be made pursuant to Articles 11.2.1 or 11.2.2, will be deemed a proper refund and will discharge us from liability to you or any other person for a refund.

11.3 INVOLUNTARY REFUNDS

If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at a point to which you are destined or ticketed for a Stopover, are unable to provide previously confirmed space, or cause you to miss a connecting flight on which you hold a reservation pursuant to Article 10.2.2, the amount of the refund which, subject to the fare rules and conditions applicable to your Ticket may be paid in the form of credit voucher or in the currency paid as set out in Article 11.7, and shall be:

(a) if no portion of the Ticket has been used, an amount equal to the ticket price; or

(b) if a portion of the Ticket has been used, the refund will not be less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

11.4 VOLUNTARY REFUNDS

11.4.1 If you wish to obtain a refund of your Ticket for reasons other than those set out in Article 11.3, the amount of the refund shall be:

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

(b) if a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

11.4.2 For the avoidance of doubt, any portion of the ticket price relating to taxes or fees imposed by the government or prescribed under any written law will not be refunded.

11.5 REFUND ON LOST TICKET

If a Ticket (or any part of it) is lost, a refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on proof of loss satisfactory to us and upon payment of a reasonable administration charge on condition:

(a) that the lost Ticket (or any part of it) has not been used, previously refunded or replaced (except where the use, refund or replacement by or to a third party resulted from our own negligence); and

(b) that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event and to the extent that the lost Ticket (or any part of it) is used by a third party (except where any fraud or use by a third party resulted from our own negligence).

11.6 OUR RIGHT TO REFUSE REFUND

11.6.1 We may refuse to refund the Ticket when such an application is made later than the expiry of the validity of the Ticket.

11.6.2 We may refuse to refund a Ticket which has been presented to us or to government officials of a country as evidence of intention to depart, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart by another Carrier or another means of transport.

11.6.3 We may refuse to refund a Ticket in the circumstances described in Article 8.3 of these Conditions of Carriage.

11.7 CURRENCY OF REFUND

All refunds will be subject to the laws, rules, regulations and government orders of the country in which the Ticket was originally purchased and of the country in which we make the refund. Subject to the foregoing provision, refunds will normally be made in the currency in which the Ticket was paid for or in the currency of the country where the refund is made or at the option of the Carrier, in an amount equivalent to the amount due in the currency originally collected and may be made in another currency in accordance with our Regulations.

11.8 PERSONS AUTHORISED TO MAKE REFUNDS

Voluntary refunds will be made only by the Carrier which originally issued the Ticket or by its Authorised Agent.

ARTICLE 12 CONDUCT ON BOARD AIRCRAFT

12.1 UNACCEPTABLE CONDUCT ON BOARD AIRCRAFT

If in our opinion you

(a) conduct yourself on board the aircraft so as to endanger the aircraft or any person or property on board;

(b) obstruct the crew in the performance of their duties;

(c) conduct any criminal offences on board, or the crew has reasonable ground to suspect that a crime has been committed;

(d) fail to comply with any instruction of the crew;

(e) behave in a manner to which other passengers object; or

(f) behave in a manner that causes discomfort, inconvenience, damage, or injury to other passengers or crew,

we may take such measures as we deem reasonably necessary to prevent you from continuing such conduct, including restraining you and/or making an unscheduled landing to surrender you to the competent authorities. We may also disembark you and refuse to carry you further, and you may be prosecuted for offences committed on board the aircraft.

12.2 GENERAL INDEMNITY

If you conduct yourself in a manner described in Article 12.1 above, you will indemnify us for all Damage suffered by us, our agents, employees, independent contractors, passengers and any third party arising from your misconduct.

12.3 ELECTRONIC DEVICES

For safety reasons, you may not operate onboard the aircraft portable recorders, radios, television sets, electronic games, personal cellular telephones or other transmitting devices including remote controlled toys and walkie-talkies. You may not operate any other electronic devices, including compact disc players, laptop computers, audio or video recorders, electric shavers on board without our permission, except for hearing aids and heart pacemakers.

12.4 FAILURE TO COMPLY

If you do not comply with Article 12.3, we may take and retain such electronic devices until the termination of your flight or until such other time as we consider appropriate.

ARTICLE 13 ARRANGEMENTS BY CARRIER

If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue 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, we act only as agent for such third party, whose terms and conditions will apply and we shall have no liability to you for any Damage you may incur as a result of these services.

ARTICLE 14 ADMINISTRATIVE FORMALITIES

14.1 GENERAL

It is your responsibility to comply with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with our Regulations and instructions. We will not be liable for any Damage you incur as a result of aid or information provided by our employees or agents regarding such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise. Nor shall we be liable for any Damage you incur as a result of your failure to comply with such laws, regulations, orders, demands, requirements, our Regulations or instructions.

14.2 TRAVEL DOCUMENTS

You must present us with all exit, entry, health and other documents required by the laws, regulations, orders, demands or requirements of the countries concerned, and permit us to take and retain copies of those documents. We reserve the right to refuse you carriage if you have not complied with applicable laws, regulations, orders, demands or requirements, if your documents do not appear to be in order, or if you do not permit us to take and retain copies of those documents.

14.3 REFUSAL OF ENTRY

If we are required by government order to return you to your point or country of origin, because you are denied entry, you agree to pay the applicable fare. We may apply to the payment of such fare any funds paid to us for unused carriage, or any of your funds in our possession. We will not refund the fare collected for carriage to the point of refusal or entry or deportation.

14.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS

If we are required to pay or deposit any fine or penalty or to incur any expense by reason of your failure to comply with laws, regulations, orders, demands and travel requirements of any country or your failure to produce required documents, you must reimburse us on demand any amount so paid or deposited and any expense we incur. We may apply any funds paid to us for unused carriage, or any of your funds in our possession to satisfy the amount owing.

14.5 CUSTOMS OR OTHER OFFICIAL INSPECTION

If required, you shall attend the inspection of your Baggage by customs or other government officials. We are not liable to you for any Damages you may incur as a result of the inspection.

14.6 SECURITY INSPECTION

You must submit to any security checks required by government agencies, airport officials, other Carriers, or us.

ARTICLE 15 SUCCESSIVE CARRIERS

If Carriage is to be performed by several successive Carriers under one Ticket, or under a Conjunction Ticket, the carriage will be regarded as a single operation for the purposes of the Convention.

ARTICLE 16 OUR LIABILITY FOR DAMAGE

16.1 INTERNATIONAL CARRIAGE

Unless otherwise stated in these Conditions of Carriage, international carriage, as defined in the Convention, is subject to the liability rules of the Convention.

16.2 WHERE THE CONVENTION APPLIES

Where a claim against us is governed by the Convention:

16.2.1 we will not invoke the limitation of liability under the Convention as to any claim for recoverable compensatory damages in respect of your death, wounding or other bodily injury. For the avoidance of doubt, all claims are subject to proof of loss and we reserve the right to rely on the defences set out in paragraph 2 of Article 21 of the Montreal Convention, if applicable;

16.2.2 with respect to that portion of such claim which does not exceed 128,821 SDR, we will not avail ourselves of the defence under the Convention which provides that a Carrier is not liable if it proves that it or its agents have taken all necessary measures to avoid the damage or that it was impossible for it or its agents to take such measures;

16.2.3 except as provided in Articles 16.2.1 and 16.2.2 above, we reserve all defences available under the Convention to any such claim, and we reserve all rights of recourse against any other party and any third party, including, without limitation, rights of contribution and indemnity; and

16.2.4 except as required by law, neither the waiver of limits under Article 16.2.1 above nor the waiver of defences under Article 16.2.2 above shall be applicable in respect of claims made by public social insurance or similar bodies, which claims shall be subject to the liability limit and defences under the Convention, and we will compensate you or your dependents for recoverable compensatory damages in excess of payments received from any public social insurance or similar body.

16.3 WHERE THE CONVENTION DOES NOT APPLY

We agree subject as may be otherwise provided by applicable law that as to all carriage performed by us to which the Convention does not apply (including international carriage not governed by the Convention and domestic carriage wholly within Malaysia):

16.3.1 subject to proof of loss, we shall not invoke any applicable limit of liability for recoverable compensatory damages arising out of your death, wounding or other bodily injury;

16.3.2 we shall not, with respect to any claim arising out of your death, wounding or other bodily injury, exclude or limit our liability by proving that we and our agents have taken all necessary measures to avoid the damage or that it was impossible for us or them to take such measures, to the extent of damages up to the sum of 128,821 SDR;

16.3.3 except as provided in Articles 16.3.1 and 16.3.2 above, we reserve all defences available under applicable law to any such claim, and we reserve all rights of recourse against any other party and any third party, including, without limitation, rights of contribution and indemnity; and

16.3.4 neither the waiver of limits under Article 16.3.1 above, nor the waiver of defences under Article 16.3.2 above shall be applicable in respect of claims made by public social insurance or similar bodies, which claims shall be subject to any liability limit and defences under applicable law, and

we will compensate you and your dependents for recoverable compensatory damages in excess of payments received from any public social insurance or similar body.

16.4 WHETHER OR NOT THE CONVENTION APPLIES

To the extent not in conflict with the foregoing and whether or not the Convention applies:

16.4.1 We are liable only for Damage occurring on Malaysia Airlines, or where we issue a Ticket or Baggage Check with our Airline Designator Code for carriage over the lines of another Carrier. Otherwise, where we issue a Ticket or Baggage Check over the lines of another Carrier we do so only as agent for such other Carrier. With respect to claims for Damage to your Checked Baggage which are subject to the Convention you will have a right of action against the first or last Carrier, where transportation of the Checked Baggage is performed by more than one Carrier.

The liability of each Carrier involved in your journey must be determined only by its own Conditions of Carriage.

16.4.2 Except as provided under the Convention, we are not liable for Damage to your Baggage unless such Damage is caused by our negligence. If there has been contributory negligence on your part, our liability shall be subject to the applicable law relating to contributory negligence.

16.4.3 We are not liable for any delay to you or your Baggage, except as provided in these Conditions of Carriage and under the Convention.

16.4.4 We are not liable for any Damage arising from our compliance with any laws, or government regulations, government orders or requirements, or from your failure to comply with the same.

16.4.5 Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Baggage shall be limited as provided by the Convention:

(a) where the Warsaw Convention or Amended Warsaw Convention applies, the limit will be 17 SDR per kilogram for Checked Baggage and 332 SDR for Unchecked Baggage and if the weight of your Checked Baggage is not recorded on the Baggage Check, it will be presumed that the total weight of your Checked Baggage does not exceed the applicable free baggage allowance for the class of carriage concerned, as provided in our Regulations;

(b) where the Montreal Convention applies, the limit will be 1,288 SDR per passenger (for both Checked and Unchecked Baggage),

provided that if in accordance with applicable law different limits of liability are applicable such different limits shall apply, and that if in the case of Checked Baggage a higher value is declared pursuant to Article 9.7, our liability shall be limited to such higher declared value.

16.4.6 Except where other specific provision is made in these Conditions of Carriage, if we are liable to you we will compensate you for all losses and costs which you can prove directly incurred as a result, in accordance with applicable law, but we will not in any circumstance be liable for:

(a) any losses or costs not reasonably foreseeable by us at the time the contract of carriage was concluded;

(b) any losses or costs caused otherwise than by our breach of contract or breach of duty to you (except where the Convention or applicable law otherwise requires);

(c) any loss of profits or business losses;

(d) any losses which indirectly flowed from the breach of contract or breach of duty to you (except where the Convention or applicable law otherwise requires); or

(e) any indirect or consequential loss when you are travelling in the course of or for the purpose of business.

16.4.7 We are not liable for Damage to you or your Baggage caused by property contained in your Baggage. If your property causes Damage to another person or to another person's property or to our property you agree to indemnify us for all losses and expenses that we incur as a result of such injury or Damage.

16.4.8 Except as provided under the Convention, we are not liable for Damage to fragile or perishable items, artwork, cameras, money, jewellery, precious metals, computers, electronic and/or telecommunications equipment or devices, optical or photographic equipment, digital devices/items, silverware, prescribed medicine or drugs, negotiable papers, securities, business and legal documents, manuscripts or deeds, passports and other identification documents or samples or any other valuables, which are included in your Checked Baggage, whether with or without our knowledge. The applicable Convention's limitations of liability apply. We are not liable for damage resulting from the inherent defect, quality or vice of the baggage.

16.4.9 If your age or mental or physical condition is such as to involve any hazard *or* risk to yourself, we shall not be liable for any illness, injury or disability, including death, to such condition or for the aggravation of such condition.

16.4.10 Any exclusion or limitation of our liability shall apply to and be for the benefit of our agents, employees and representatives and any person whose aircraft is used by us and such person's agents, employees and representatives. The total amount recoverable from us and from such agents, employees, representatives and persons shall not exceed the amount of our limit of liability.

16.5 ADVANCE PAYMENTS

In the event of your death, wounding or other bodily injury in the course of carriage performed by us, we shall make advance payments to the person entitled to compensation as may be required to meet immediate economic needs on a basis proportional to the hardship suffered. Any such advance payment shall not constitute admission of liability and may be offset against any subsequent sums paid by us, but is only returnable if the Damage was caused by, or contributed to by, your negligence or the negligence of the person who received the payment, or the person to whom the payment was made was not the person entitled to compensation.

16.6 WAIVER

Unless expressly so provided, nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws.

ARTICLE 17 TIME LIMITATIONS ON CLAIMS AND ACTIONS

17.1 NOTICE OF CLAIMS

17.1.1 Any action for Damage to Checked Baggage will be barred unless the person entitled to its delivery claims from us immediately after the discovery of the Damage, and, at the latest, within seven (7) Days from the date of receipt. In the case of delay, any action for Damage will be barred unless the claim is made at the latest within twenty-one (21) Days from the date on which the Baggage has been placed at your disposal.

17.1.2 Notwithstanding the foregoing, any complaint in relation to any claim must be submitted to us no later than one (1) year from the date of the event giving rise to the claim, made in writing, and submitted to us directly by you together with your contact details.

17.2 LIMITATION OF ACTIONS

Any right to recover damages from us will be extinguished if an action is not brought within two (2) years from the date of arrival at the destination, or the date on which the aircraft ought to have arrived, or the date on which the carriage stopped. The period of limitation shall be determined by the law of the court in which the action is pending

ARTICLE 18 MODIFICATION AND WAIVER

None of our agents, employees or representatives has authority to alter, modify or waive any provision of these Conditions of Carriage.

ARTICLE 19 PASSENGERS WITH A DISABILITY

19.1.1 If you are a Passenger with a disability and you require any special assistance, you should inform us at the time of booking of your special need. General information about our special assistance services can be found at:

https://www.malaysiaairlines.com/my/en/plan-your-trip/special-assistance.html

19.1.2 If you are a Passenger with a disability, we will carry you where arrangements have been made to provide for your special needs. If you do not inform us at the time of booking of your special needs, we will nevertheless use reasonable efforts to accommodate your special needs.

19.1.3 In addition to any of the provisions set out herein in connection to a Passenger with a disability, our obligations and your rights as a Passenger with a disability are provided for in the Code and the Schedule thereof where applicable.

19.2 SEATING

All the rules of seating in Article 6.4 apply to seating passengers with a disability. In addition, if you are a Passenger with a disability which causes you to need a bulkhead seat, and you request a bulkhead seat, it will be provided to you if it is not already assigned to another Passenger with a disability.

19.3 TRAVEL WITH AN ATTENDANT

We may require that you travel with an attendant at your own cost if it is essential for safety or you are unable to assist in your own evacuation from the aircraft or you are unable to understand safety instructions.

19.4 ASSISTIVE DEVICE

19.4.1 There is no charge for transporting any assistive device, such as a wheelchair or a cane, and such assistive device will not be counted towards your free Baggage allowance.

19.4.2 On flights where medical oxygen is permitted, you are required to make your own arrangements for the carriage of portable oxygen and to contact us in advance as set out in our Regulations (and you will be required to be accompanied by an attendant).

19.4.3 We reserve the right to cease accepting Passengers who must travel on a stretcher on any flight.

ARTICLE 20 OTHER CONDITIONS

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions are important and may vary from time to time. They may concern:

(a) restrictions on use of electronic devices and items;

(b) the on board consumption of alcoholic beverages; or

(c) any other matters relating to the carriage of you or your Baggage that is regarded by us or by a regulatory body to be important to such carriage.

For any enquiries, please contact:

The General Counsel
Group Legal Practice
Malaysia Airlines Berhad
Level 1, Administration Building,
Southern Support Zone (SSZ),
Kuala Lumpur International Airport (KLIA),
64000 Sepang,
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Or, email to glp@malaysiaairlines.com