General Terms and Conditions of Carriage of Passengers and Baggage of ISLAND TRANSVOYAGER, INC. Doing Business as AirSWIFT

Article 1 – Definition of Terms

1. **"Air Passenger Bill of Rights"** is a bill which aims to protect travellers from possible abusive practices of airlines, by defining the rights of passengers and the obligations of carriers pursuant to Republic Act No. 776 or the Civil Aeronautics Act of the Philippines which took effect on 21 December 2012.
2. **"Air Carrier"** refers to a Philippine-based carrier operating scheduled or nonscheduled domestic and/or international flights to or from or serving a point within the Philippines, or a foreign carrier operating scheduled or non-scheduled international flights from the Philippines. **Air carriers** are also generally referred to as **airlines.**
3. **"Airline"** as used in these Terms and Conditions refers to Island Transvoyager, Inc. doing business as Air SWIFT;
4. **"Ancillary Services"** are revenues obtained from non-ticket sources, such as pre-paid baggage fees, upgrade baggage fees, seat selector, ground and inflight meals and merchandise, travel insurance, sports equipment, etc. generated by direct sales to passengers, or indirectly as part of the passengers' travel experience;
5. **"Authorized (Travel) Agent"** means a passenger sales agent (which can include another airline) we have appointed to represent us in the sale of air transportation over our services;
6. **"Baggage"** means any personal property accompanying the passenger in connection with his/her trip. Unless otherwise specified, it includes both the passenger's Checked and Hand Baggage;
   "Checked Baggage" means baggage which has been checked in for carriage in the cargo hold of the aircraft and for which the Airline has issued a Baggage Tag;
   "Hand Baggage" means any baggage other than Checked Baggage including all items brought by a passenger into the aircraft cabin. Also known as "Hand-carried Baggage", "Cabin Bag/Baggage", "Hand Luggage", "Carry-on Baggage";
   "Off-loaded Baggage" refers to baggage which has been checked in but has either not been put in or been subsequently removed from the cargo hold of the carrier.
7. **"Baggage Check"** means those portions of the Ticket which relate to the carriage of the Passenger's Checked Baggage;
8. **"Baggage Tag"** means a document issued by the Airline solely for identification of Checked Baggage;
9. **"Booking"** means the details which the Carrier or its Authorized Agent has entered in the Carrier's system relating to a journey to be made by a passenger.
10. **"Booking Reference" or "Record Locator"** is the alphanumeric code used in the Airline's reservation system pertaining to and identifying the passenger's confirmed and specific seat reservation. Also known as "Confirmation Number", "Passenger Name Record (PNR)";
11. **"Cancellation"** means the act of calling off a flight;
    a) Cancellation by the air carrier before the estimated time of departure (ETD) with or without its fault;
    b) Cancellation by the air carrier after an unduly long delay;
    c) Cancellation by the passenger holding a regular fare/ticket
12. **"Check-in deadline"** refers to the point in time before the published Estimated Time of Departure (ETD) on or before which a passenger must present himself/herself to the airline check-in counter not less than forty-five (45) minutes before such ETD. The check-in deadline shall be determined by the Airline and may be changed from time to time;
13. **"Check-in period"** is the time when the Airline's check-in counters open to accept and process passengers checking in for their flights and closes not less than forty-five (45) minutes, before such ETD. The check-in period shall be determined by the Airline and may be changed from time to time;
14. **"Credit Fund"** means the fund created for the Passenger's travel convenience which can be used to offset the expenses of future bookings;
15. **"Conditions of Contract of Carriage" or "Conditions"** means those statements contained in or delivered with the Itinerary, identified as such and which incorporate by reference, these Terms & Conditions and notices available at the Airline's offices and check-in counters;
16. **"Coupon"** means a paper document marked "Flight Coupon" or "Passenger Coupon" or an "Electronic Coupon" issued by us or our Authorized Agent as part of the Ticket which entitles the named Passenger to travel on the particular flight identified on it;
17. **"Damage"** includes death, bodily injury to a passenger, loss, partial loss or other damage including to baggage, arising out of or in connection with carriage by air or other services incidental thereto as performed by the Airline;
18. **"Delay"** is the result of the deferment of a flight to a later time.
    "Terminal Delay" is a delay that occurs while passengers are still inside the terminal waiting for boarding. See "Delay".
    "Tarmac Delay" is a delay that occurs while passengers are already on-board the aircraft, reckoned from the closing of the aircraft doors, or when the aircraft is at the gate with the doors still open but passengers are not allowed to deplane. See "Delay"
19. **"Denied Check-in"** takes place when a passenger, who has presented himself/herself for check-in at the appointed area and at the appointed time, is denied or not processed for boarding a particular flight." Denied Boarding" takes place when a passenger, who holds a confirmed reserved seat, and who has presented himself/herself for carriage at the proper time and place and fully complied with the carrier's check-in and reconfirmation procedures, and who is acceptable for carriage under the carrier's tariff, was not allowed to board the aircraft.
20. **"Electronic Ticket"** means the Itinerary issued by the Airline or on its behalf, the Electronic Coupon and if applicable, a boarding document. See "Itinerary";
21. **"Estimated Time of Departure" or "ETD"** means the projected time and date for a flight to leave or depart from a specific airport or city. Also known also as "Expected Time of Departure" and in the case of these Terms and Conditions "Scheduled Time of Departure".
22. **"Fare"** is payment in consideration for the carriage of a passenger and may either be "Regular Fare" which the Airline offers on a regular basis or "Promotional Fare" which is generally lower in price and usually limited as to time, usage, and space availability;
23. **"Force Majeure"** means unusual and unforeseen circumstances beyond our or the Passenger's control and the consequences of which could not have been avoided even if all due care had been exercised;
24. **"Itinerary"** means a document that includes the Passenger's name, flight information, booking number, Conditions of Contract and notices;
25. **"No-show"** is the failure of a passenger to appear at the check-in counter within the check-in deadline or to show up at the boarding gate at the time indicated on the boarding pass;
26. **"Overbooking"** is the practice by air carriers of selling confirmed reserved space beyond the actual seat capacity of the aircraft.
27. **"Passenger"** means any person, except members of the crew, carried or to be carried in an aircraft with the Airline's consent; or the passenger identified and named in the ticket issued by the Airline;
28. **"Person with Disability" or "PWD"** refers to any person who is suffering from restriction or different abilities, as a result of a mental, physical or sensory impairment, to perform an activity in the manner or within the range considered normal for a human being.
29. **"Person with Reduced (or Limited) Mobility" or "PRM"** (EU Regulation No. 1107/2006) refers to a person whose mobility when using transport is reduced due to any physical disability (sensory or loco-motor, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or age, and whose situation needs appropriate attention and the adaptation to his or her particular needs of the service made available to all passengers;
30. **"Regulations"** refer to policies adopted by the Airline from time to time which the Airline may publish on its website or elsewhere, or statements contained in or delivered with the Itinerary, and notices available at the Airline's offices or the offices of its authorized representatives and at the check-in counters;
31. **"Route"** means the flight from the airport at the point of origin to the airport at the point of destination;
32. **"Seat"** means a seat in the Airline's aircraft on a specific date and on a specific flight.
33. **"Sector"** means the flight from the airport at the point of origin to the airport at the point of destination. "Sum of Sectors" or "Through Fares" refers to a combination of two connecting sectors which will be treated as one flight and must be used in sequence as booked.
34. **"Senior citizen"** refers to any resident citizen of the Philippines at least sixty (60) years old; Passengers maybe asked to present identification documents, in line with Republic Act No. 9994, otherwise known as the Expanded Senior Citizens Act of 2010, and its Implementing Rules and Regulations, in order to avail of benefits and privileges reserved for senior citizens.
35. **"Stopover"** means a deliberate interruption of the journey by the Passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by us;
36. **"Tariff"** means the Airline's fares, rules, charges and related Conditions of Contract and restrictions published electronically or on paper;
37. **"Terms and Conditions"** means these Terms and Conditions of Carriage;
38. **"Warsaw Convention"** means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed in Warsaw, Poland in October 12, 1929, or the Convention as amended at The Hague, The Netherlands on September 28, 1955, as amended further by other Conventions and Protocols, whichever may be applicable.
39. **"Website"** means the internet site www.air-swift.com which we are allowed to use for the purpose of Passengers making online bookings and to access information about us;
40. **"We", "us", "our"** means Island Transvoyager, Inc. doing business as Air SWIFT
41. **"You", "your", "yourself"** means any person (whether adult, child or infant) holding a Ticket to be carried in an aircraft, except members of the crew. Refer also to "Passenger".

Article 2 - Applicability

2.1 **General:** These Terms and Conditions shall apply to the carriage by air of passengers and baggage where the name of ITI or its Airline Designation Code is indicated in the Ticket for the said flight, including services incidental thereto, unless otherwise specified herein and to any liability ITI may have in relation to that carriage or transportation. These Conditions are those referred in the ticket, itinerary Terms and conditions found in ITI's website.
2.2 **Terms and Conditions Prevail:** Except as provided in these Terms and Conditions, in the event of inconsistency between these Terms and Conditions and the our Conditions of Contract of Carriage or any other regulations and notices we may have in dealing with a particular subject, these Terms and Conditions shall prevail.
2.3 **Language:** The language of these Terms and Conditions is English. And even though there may be translations of these Terms and Conditions in other languages, English shall be the sole language used in the interpretation of these Terms and Conditions.
2.4 **Overriding Laws:** To the extent that any provision contained or referred to herein is contrary to any applicable laws, the Warsaw Convention, other conventions and treaties, government regulations, orders or requirements that cannot be waived by the agreement of the parties, such conditions shall apply. The invalidity of any provision of these Terms and Conditions shall not affect the validity of any other provision.
2.5 **Right to Change or Modify:** We reserve the right to change or modify these Terms and Conditions with or without notice to the passenger with the Approval of the Philippine Civil Aeronautics Board (PCAB). None of our agents, employees or representatives has authority to alter, modify or waive any provision of the Terms and Conditions of Carriage unless authorized in writing by one of our corporate officers.

Article 3 – Itinerary (Electronic Ticket)

3.1 **Prima Facie Evidence of Contract:** The Itinerary is prima facie evidence of the contract for carriage between you and us. The Itinerary, these Terms & Conditions and the Airline's Conditions of Contract (including applicable Tariffs) together constitute the terms and conditions of the contract of carriage between you and us. By accepting the Electronic Ticket, after having explained to the passenger in English or Filipino or in the language that is easily understood by the purchaser, the Passenger is deemed to have read and understood this General Terms and Conditions and agrees to be bound thereby.

3.2 **Transferability:** The contract for carriage is only transferable as provided in these Terms & Conditions and our Conditions of Contract.

3.3 **Validity:** The Itinerary is only valid for the passenger named and the flight, date and route specified therein.
3.4 **Identity:** We will provide carriage only to the passenger named in the Itinerary or Electronic Ticket. You will be required to produce appropriate identification at check-in.

Article 4 – Fares, Taxes, Fees and Charges

4.1 **General:** Fares apply only to carriage from the airport at the point of origin to the airport at the point of destination. Fares exclude ground transport services between airports and between airports and town terminals unless otherwise specifically provided by us.
4.2 **Applicable Fares:** Applicable fares are those published by us, whether electronically or by way of other medium. Fares shall be disclosed at time of confirmation of the flight concerned. Fares may include administration fees, service charges and other charges.
4.3 **Administration Fee:** We reserve the right to charge a reasonable administration fee for ancillary services which are not included in the price of the Itinerary.
4.4 **Taxes, Fees and Charges:** Any taxes, fees and charges imposed on air travel by the Government, relevant authority or the airport operator in respect of the passenger's use of any of the Airline's services or facilities will be in addition to the Airline's fares, administration fees and charges, and shall be borne by the passenger, unless otherwise specifically stated by the Airline. Such government taxes, fees and charges imposed on air travel may change from time to time and can be imposed even after the date that the passenger's booking has been confirmed. The passenger shall nevertheless bear such government taxes, charges or insurance surcharge as and when they fall due prior to departure. Please refer to the **Fee Schedule** for amounts on taxes, fees and charges.
4.5 **Currency:** Fares and charges are payable in the currency prescribed with our published fares unless otherwise specifically stated.
4.6 **Accuracy:** All fares, prices, flight schedules, routes published, pre-booked products and services are correct at the time of publication and are subject to change at any time and from time to time without prior notice.
4.7 **Connecting Flights:** The Airline is strictly a point-to-point carrier and shall not be responsible to the passenger for any connecting flights. The Airline shall not be liable to the passenger for his/her failure to meet any connecting flights.
4.8 **Infant:** The fees for infants between sixteen (16) days old to under the age of two (2) years old (24 months) on the date of travel for the first outbound flight are provided for in the **Fee Schedule**. An infant may travel provided he sits on an adult's lap. Only one (1) infant is allowed for one (1) adult. No perambulators are allowed on board the aircraft. The number of infants is limited per flight due to safety regulations and as such, there may be a possibility that the Airline may not be able to accommodate a passenger's request to carry infants with him/her. New born babies less than nine (16) days old will not be accepted for carriage.
4.9 **Child:** A child over the age of two (2) years will require their own booking confirmation and separate seat like any other adult passenger
4.10 **PWD:** During booking, a PWD (Passengers with Disability) or PRM (Persons with Reduced Mobility) is entitled to a twenty percent (20%) discount on base fare for domestic air travel upon presentation of a valid Identification Card issued by the National Council on Disability Affairs (NCDA) or a local government unit. The 20% discount shall be applicable only for fares and for payment over the counter and not applicable for online booking.
4.11 **Senior Citizen Discount:** A Filipino Senior Citizen is entitled to a twenty percent (20%) discount on base fare for domestic air travel and exemption from Value Added Tax (VAT) on fares only on the purchase of the itinerary for his exclusive use. Provided that, upon purchase, a senior citizen must present as proof of identification the Senior Citizen's Identification Card issued by the OSCA in the city or municipality where the person resides

Article 5 – Booking and Seating

5.1 **Booking:** The Airline flight bookings may be made directly either on the Airline's website www.air-swift.com, or with the Airline's Reservations Centre hotline numbers: (02) 851-5674; (02) 851-5664 or email csu@itiair.com, or through its authorized distributors and agents.
5.2 **Confirmation of Booking:** The booking of a Seat is confirmed after full payment of the fare is made and after the Airline issues a booking reference and/or the Itinerary to the passenger. By booking a reserved seat the airline receives the payment directly or through its authorized agents and representatives.
5.3 **Group Bookings:** These are governed by specific terms that vary from time to time. Please contact the Airline at (02) 851-5674; (02) 851-5664 or email csu@itiair.com.
5.4 **Flight Change:** Once a booking reference number has been issued, flight changes are subject to the following terms:
   a. Inside of twenty-four (24) hours prior to the scheduled flight departure time, no changes by the passenger are allowed.
   b. The charges for flight change outside of twenty-four (24) hours prior to the scheduled flight departure time are provided for in the **Fee Schedule**, subject to the following conditions:
      1. if a lower fare is available, the difference in fares will not be refunded to the passenger;
      2. if the new flight booked is in a higher fare class than that of the cancelled booked flight, the difference in fares shall be paid by the passenger before the cancellation or change can be made;
      3. the change is not confirmed until the Airline issues the Passenger a new Itinerary and/or booking reference number;
      4. changes on route(s) are not allowed;
      5. In case of conflict between the Itinerary presented by the passenger and the Airline's records, the latter shall prevail.
5.5 **Promotional Fares:** Article 5.4 regarding Flight Change rules do not apply to certain selected promotional fares.
5.6 **Payment:** Fares must be paid in full when a booking is made. In the event that the fare has not been paid in full for any reason whatsoever, the Airline reserves the right to cancel the booking prior to check-in and/or to disallow the passenger to board the aircraft.
5.7 **Personal Data:** The passenger hereby acknowledges and agrees that his/her personal data has been given to the Airline for the purposes of making bookings for carriage and providing him/her with confirmation of that booking, providing and developing ancillary services and facilities, accounting, billing and auditing, checking credit or other payment cards, security, administrative and legal purposes, credit card issuance, systems testing, maintenance and development, statistical analysis, and helping the Airline in any future dealings with him/her. For these purposes, by entering into a contract of carriage with the Airline, the passenger authorizes the Airline to retain and use his/her personal data and to transmit it to the Airline's own offices, authorized agents and third party business associates, government agencies, other carriers or the providers of the services mentioned above.
5.8 **Seating:** The Airline does not guarantee to provide any particular seat in the aircraft and the passenger agrees to accept any seat that may be allocated upon check-in or is otherwise made available on the flight. The Airline reserves the right to re-assign seats at any time, including after boarding of the aircraft. This may be necessary for operational, safety, government, regulatory, health or security reasons.
5.9 **Travel Insurance:** As the Airline's liability to the passenger is limited, it is recommended that the passenger purchase a travel insurance to cover:
   a. changes in travel plans and travel cancellation
   b. loss, delay or damage to Baggage and/or personal possessions
   c. medical cost incurred including charges imposed by paramedics in cases of emergencies at ports of departure and arrival

Article 6 – Check-in and Boarding

6.1 **Check-In, Deadlines and Conditions:** The Airline's check-in counters are open two (2) hours before the scheduled flight time of departure. The counters close forty-five (45) minutes before such scheduled time of departure. Check-in deadlines may vary at different airports and for particular flights. It is the passenger's responsibility to ensure that he/she complies with these deadline particulars of which will be available at the time of booking. In any event, without derogating from the generality of the other provisions of these Terms & Conditions governing the right of refusal of carriage, the Airline reserves the right not to allow the passenger to check in without any liability and without having to refund any fare paid to him/her if:
   a. the passenger attempts to check in within forty-five (45) minutes before the scheduled time of departure;
   b. the passenger fails to have proper identification or fails to identify himself/herself to an Airline staff;
   c. the passenger fails to have the proper documents (travel documents that are damaged will not be accepted as proper documents), permits, visa, and the like necessary for travel to a particular place or country;
   d. the passenger has not fully paid any fare or other fees or charges due to the Airline;
   e. the carriage of the Passenger may risk the safety, health or security or materially affect the comfort of the other passengers or crew;
   f. the Passenger's mental or physical state, serious illness, pre-existing medical condition, attitude or demeanor, including his intoxication or impairment from alcohol or drugs (i) poses a hazard to himself, to other passengers, to crew or to property, or (ii) requires special assistance, which if not provided will expose these persons and property to risk and which the Airline justifiably cannot or is unable to provide at the time of the flight;
   g. the Passenger has committed misconduct during check-in, at the departure terminal, or on board a previous flight, including physical or verbal abuse of Airline staff, agents or representatives or other passengers or persons, and the Airline reasonably believes that the conduct may be repeated;
   h. the Passenger refuses for any reason to submit to a security check;
   i. the Passenger refuses or fails to observe the Airline's safety or security related instructions;
   j. the passenger has been violent to the Airline staff or caused disturbance at check-in counter or has abused or intimidated the Airline staff whether physically or verbally;
   k. the Government or other authorities prohibits the passenger's checking in or boarding the aircraft;
   l. in the Airline's judgment, the passenger is not fit to travel due to drunkenness, drug addiction or any obvious adverse physical or medical condition; and/or
   m. in the Airline's judgment, the passenger is not medically fit to travel or his/her medical condition poses or could pose a danger or threat to the health of other passengers.
6.2 **Unavailability of Seat due Overbooking:** There is a chance a seat may not be available for the passenger on his/her flight even if his/her booking is confirmed. This is due to the common practice in the airline industry of overbooking. In the event of such unavailability of seat, the Airline shall at its option, either:
   a. carry the passenger at the earliest opportunity on another of the Airline's scheduled services on which space is available without additional charge and, where necessary, extend the validity of the passenger's booking; or
   b. should the passenger choose to travel at another time, retain the value of his/her fare in a credit account for his/her future travel provided that the passenger must re-book within three (3) months therefrom.
6.3 **Sole remedies:** The options outlined in Article 6.2 from (a) to (b) are the sole and exclusive remedies available and the Airline shall have no further liability to the passenger.
6.4 **Web Check-in:** Web check-in is available for passengers whose booking has been confirmed. Passengers may check-in for their flight through the Airline's website www.air_swift.com between seventy two (72) hours to four (4) hours prior to the published ETD. Passengers must print a copy of the boarding pass during the Web Check-in process and must read the notes printed on their boarding pass carefully.
6.5 **Web Check-in Restrictions:** Web check-in is currently restricted and not available to:
   a. Groups of ten (10) or more Passengers booked under a single PNR;
   b. Infants and children - if an infant or a child is part of a group under a single PNR;
   c. Passengers requiring special handling;
   d. Flights requiring more accurate weight and balance measures;
   e. Staff travel, interline travel, code share flights, and other non-revenue bookings.
   After Web Check-in, Passengers can no longer change their flight itinerary.
6.6 **Web Check-in Procedure:** Procedure at the Airport Terminal:
   a. Passengers must personally report to the Airline's Check-In Counter at the airport for the applicable travel document checks;
   b. If the passenger has any checked baggage, the bags will have to be presented at the Airline Check-In Counter at least forty-five (45) minutes prior to published ETD or at a time prescribed by the airline for tag placement. All check-in timelines apply to passengers who avail of Web Check-in;
   c. Passengers should present a valid photo ID and the Web Check-in Boarding Pass for security clearance as well as for boarding. Valid IDs for this purpose are Company ID, Driver's License, Passport, SSS Card, Tax Identification Number (TIN) Card. The name in the valid photo ID should match the passenger name that was entered upon booking;
   d. Should the passenger fail to show up at the Airline's Check-in counters or at the boarding gate within the prescribed period, the Airline will proceed with the flight without the passenger and without incurring any liability to the passenger. In that event, the flight will be considered flown and the passenger will not be entitled to refund the fare or rebook the flight or apply for the creation of a Credit Fund.
6.7 **Boarding:** The passenger must be at the boarding gate at least thirty (30) minutes before the scheduled flight departure time. Priority boarding will be given to persons traveling with infants or children, unaccompanied minors, expectant mother, persons with disability, persons with reduced mobility, persons with medical conditions and other persons needing special assistance.
6.8 **No-show:** Should a passenger fail to show up at the check-in counters or at the boarding gate within the prescribed period or board the aircraft at the appointed boarding time, the Airline will offload his Baggage and proceed with the flight without him and without incurring any liability to him. In that event, the flight will be considered flown and the passenger will not be entitled to refund the fare or rebook the flight.
6.9 **Compliance:** The passenger is solely responsible for complying with all laws, regulations, orders, demands and requirements of countries flown from, into or over and with our Terms & Conditions, notices and instructions given by the Airline relating thereto. The Airline shall not be liable in any way whatsoever to the passenger in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, notices, requirements or instructions, whether given orally or in writing or otherwise, or for the consequences resulting from the his/her failure to obtain such documents or to comply with such laws, regulations, orders, demands, notices, requirements or instructions.
6.10 **Travel Documents:** The passenger is responsible for obtaining and must possess and have available for presentation as required by the relevant authorities all entry and exit, health and other documents required by law, regulations, order, demands or requirements of the countries flown from, into or over. The Airline reserves the right to refuse carriage to any passenger who has not complied with, or whose documents do not appear to comply with, such applicable laws, regulations, orders, demands or requirements.
6.11 **Documents Advisory:** Adult passengers are required to produce proof of identification. Passengers traveling on international routes must possess valid passports with at least six (6) months' validity from date of travel and the applicable valid visas. Such passengers shall possess a return on an onward journey ticket.
6.12 **Security Inspections:** You shall submit to any security or health checks by Government or airport officials or by the Airline.

Article 7 – Refusal and Limitation of Carriage

7.1 **Right to Refuse Carriage:** The Airline may refuse carriage or may remove from any flight, any passenger and/or his/her baggage for one or several reasons, including but not limited to the following:
   a. Compliance with applicable government rules, regulations and requirements or government requisition of space;
   b. Action necessary or advisable due to weather, or other conditions beyond the Airline's control;
   c. Refusal by the passenger to allow a search of personal property for explosive, deadly weapons, controlled substances, or dangerous articles;
   d. Refusal by the passenger to produce positive identification upon request;
   e. Passenger's physical or mental condition is such that, in the Airline's sole opinion, passenger is rendered or likely to be rendered incapable of comprehending or complying with safety instructions without the assistance of an attendant. Passenger may be accepted provided advance notice is given an accompanying attendant is responsible for caring for passenger en route;
   f. Acquisition of a ticket at any time in violation of the Airline's rules of regulations and/or through the unauthorized use of a credit card;
   g. If a passenger's conduct is disorderly, abusive or violent or the passenger:
      1. Appears to be intoxicated or under the influence of drugs;
      2. Attempts to interfere with any member of the flight crew;
      3. Refuses to obey instructions from any flight crewmember;
      4. Has a disease that has been determined by the public health authority to be transmissible to other person in the normal course of flight;
      5. Has an offensive odour not caused by disability or illness;
      6. Is barefoot, or is clothed in a manner that would cause discomfort or offence to other passengers;
      7. Is unable to sit in a seat with the seat belt fastened;
      8. Engages in any action, voluntary or involuntary that might jeopardize the safety of the aircraft or any of its occupants.
   h. A passenger who requires constant oxygen or other life support equipment;
   i. The ticket, booking or itinerary is counterfeit, fraudulent or not reflected in the Airline's records or has been altered by anyone other than the Airline or its authorized agent or has been mutilated;
   j. If such action is necessary for reason of safety and security.
7.2 **Infants:** The Airline reserves the right not to carry infants less than sixteen (16) days-old.
7.3 **Unaccompanied Minors:** Children below age 7 will not be accepted for carriage unless they are accompanied by a person of at least 12 years of age. Children above seven (7) years of age may be accepted for carriage if the Airline is furnished a copy of the travel documents required of minors; and the required special handling form is accomplished and submitted to the Airline.
7.4 **Pregnant Passengers:** It is the duty of pregnant passengers to advise the Airline of the progress of their pregnancy at the point of booking of Seat and at the check-in counter. Pregnant passengers are subject to the following conditions:
   a. Pregnancy below twenty-four (24) weeks (inclusive): only the Special Handling Form is required.
   b. Pregnancy between twenty-four (24) weeks to thirty-four (34) weeks (inclusive):
      1. Submission of an approved doctor's medical certificate required with notation "Fit to Travel";
      2. Doctor's medical certificate confirming the number of weeks of pregnancy and the certificate shall be dated not more than seventy (70) days from either the scheduled outbound or the scheduled inbound flight departure date as the case may be;
      3. Passenger must sign a "Limited Liability Statement" at the time of check-in to absolve the Airline against any liabilities arising there from.
   c. Pregnancy thirty-four (34) weeks and above: CARRIAGE NOT PERMITTED.
7.5 **Passengers with reduced mobility/medical condition (PRM):** For safety reasons the Airline can carry only a maximum of four (4) passengers per flight who have reduced mobility (refers to paraplegic or quadriplegic passengers) provided that paraplegic or quadriplegic passengers are limited to not more than two (2) per flight. Under these circumstances the Airline requires the passenger to travel with a companion. Please refer to 7.6 (Travel with a Companion). The Airline does not accept battery operated wheelchair or mobility devices. Under certain circumstances, carriage of battery operated wheelchair or mobility devices might be accepted subject to removal of the battery (by passengers) and that maximum weight allowed for the wheelchair or mobility devices is 85 kg. Passengers with illnesses or a medical condition are required to produce a medical certificate at check in confirming that they are fit to fly. For the safety of other passengers we reserve the right to deny boarding passengers suffering from infectious, contagious or chronic diseases. Passengers with specific requirements requiring special assistance and passengers with illnesses including those that may require administering or carrying medication/ syringes on-board are requested to contact the Airline's Reservations Centre at least forty-eight (48) hours before the scheduled flight departure date to make a prior arrangement for the type of special assistance required. Failure to notify the Airline will result in the service being unavailable upon the Passenger's arrival at the airport and being refused carriage. For health and safety reasons passengers with specific requirements must check-in at the airport.`
7.6 **Travel with a companion:** The Airline may require that passengers with reduced mobility/medical condition in Article 7.5 to travel with a companion if:
   a. it is essential for safety; or
   b. Passenger is unable to assist in his/her own evacuation from the aircraft; or
   c. Passenger is unable to understand safety instructions.
7.7 **Seating:** The Airline will make reasonable seating accommodations for Passengers with specific requirements in accordance with applicable laws. The Airline reserves the right to re-assign seats at any time, including after boarding of the aircraft. This may be necessary for operational, safety, government regulatory, for health or security reasons

Article 8 – Baggage

8.1 **General:** Unless otherwise specified in the Airline's Tariff and regulations, fares for all the Airline's flights do not include allowances for Checked Baggage. The Passenger may purchase prepaid baggage allowances for his Checked Baggage at discounted rates during the Airline's prescribed period based on prevailing rates as may be found on the Airline's website. If the Passenger has no pre-purchased baggage allowance, he may still check-in Checked Baggage upon payment of the prevailing standard airport baggage fees up to the first 10kgs and standard excess baggage rates for every kilogram in excess and subject to Airline's conditions and limitations. Baby strollers (if traveling with an infant), manual wheelchairs and crutches (for personal use) are carried free of charge.
8.2 **Checked Baggage:** Baggage may only be checked-in two (2) hours prior to the scheduled time of departure. Due to security requirements, passenger's baggage will not be accepted at the checked-in counter less than forty five (45) minutes prior to the passenger's scheduled time of departure. Checked Baggage is subject to the following terms and conditions:
   a. Checked baggage will be accepted for transportation only on flights on which the passenger is traveling. Baggage will only be checked to an airport that is on the passenger's routing
   b. The Airline will not accept baggage whose size, weight or character makes it unsuitable for carriage on the aircraft as determined by the Airline. Baggage items must be suitably packaged to withstand normal handling as checked baggage or they may be refused. Acceptance of any baggage does not constitute agreement by the Airline that such baggage is suitably packed;
   c. Upon delivery of Baggage to be checked, the Airline shall take custody thereof and issue a Baggage Identification Tag for each piece of Checked Baggage. Checked Baggage must have the passenger's name or other personal identification affixed securely to it. Checked Baggage will be carried on the same aircraft as the Passenger unless the Airline decides for safety, security or operational reasons to carry it on an alternative flight. If the Passenger's Checked Baggage is carried on a subsequent flight the Airline will deliver the same to the passenger within a reasonable time of arrival of that flight unless applicable law requires the passenger to be personally present for clearance;
   d. Checked Baggage may be claimed only by the holder of the baggage check. Baggage claimed checks must be returned to the Airline on request. The Airline is not responsible in determining whether the holder of the claimed check is entitled to the baggage. If baggage claim checks are lost, proof of ownership may be required prior to release of the baggage;
   e. Baggage is measured by length + width + height. The dimensions of each measurement are added together to compose the total number of linear inches;
   f. Any baggage which is unclaimed after being in the Airline's possession for thirty (30) days shall be disposed of by the Airline in any manner it deems proper.
8.3 **Prohibited Articles:** The Airline reserves the right to refuse carriage of such baggage or such items found in baggage as follows:
   a. Items which are not properly packed in suitcases or other suitable containers in order to ensure safe carriage with ordinary care and handling;
   b. Items which are likely to endanger the aircraft or persons or property on board the aircraft and/or defined as dangerous goods under the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA), or our Terms & Conditions and Conditions of Contract;
   c. Items the carriage of which are prohibited by the applicable laws, regulations or orders of any state or country to be flown from, to or over;
   d. Items which in our reasonable opinion are unsuitable for carriage by reason of their weight, shape, size or character;
   e. Fragile or perishable items;
   f. Live or dead animals;
   g. Human or animal remains;
   h. Fresh or frozen seafood or other meats provided that such items may be carried on board as hand luggage only if the Airline is satisfied that they have been properly packed. Strictly only styro-foam and/or cooler boxes that contain dry food/ non-perishables are allowed to be checked-in after inspection of contents by relevant authorities. Should passengers refuse inspection, the Airline has the right to reject admission of luggage;
   i. Firearms and ammunition except where special handling is sought from and accepted by the airline;
   j. Explosives, flammable or non-inflammable gas (such as aerosol paints, butane gas, lighter refills) refrigerated gas (such as filled aqualung cylinders, liquid nitrogen), flammable liquids (such as paints, thinners, solvents) flammable solids (such as matches, fire lighters), organic peroxides (such as resins), poisons, infectious substances (such as viruses, bacteria), radioactive material (such as radium) corrosive materials (such as acid, alkali, mercury, thermometers), magnetic substances, oxidizing materials (such as bleaches);
   k. Weapons such as antique firearms, swords, knives and similar items provided that such items may be allowed as checked baggage at the Airline's absolute discretion for very special reasons.
   l. Animals are generally not carried on the Airline's flights unless the Passenger shows to the satisfaction of the Airline the necessity of carrying the animal with the corresponding clearances from appropriate government authorities.
8.4 **Valuable and Fragile Goods:** Passengers are strongly advised not to check in such items as baggage. If they are checked in as baggage, passengers agree they send for carriage of such items at their own risk. Such items include money, jewellery, precious metals, silverware, electronic devices, computers, cameras, video equipment, negotiable papers, securities or other valuables, passports and other identification documents, title deeds, artifacts, manuscripts and the like.
8.5 **Right to Search:** For reasons of safety and security, the Airline may require the Passenger to undergo a search, x-ray or other type of scan on himself/herself or his/her Baggage. The Airline reserves the right to search the Passenger's Baggage in his/her absence if he/she is not available, for the purpose of determining whether he/she is in possession of or whether his/her Baggage contains any unacceptable or prohibited items. If the Passenger refuses to comply with such searches or scans the Airline reserves the right to refuse carriage of the Passenger and/or his/her Baggage without refund of fare and without any other liability to the Passenger. In the event that a search or scan causes injury to the Passenger and/or damage to his/her Baggage, the Airline shall not be liable for such injury or damage unless the same is due to the Airline's fault or gross negligence. The Airline will not be liable for locks damaged due to customs or security inspection at both arrival and departure airports.
8.6 **Free Baggage Allowance:** Unless otherwise specified in the Airline's Tariff and Regulations, passengers are allowed one (1) piece of Checked Baggage free of charge with a maximum weight per checked bag of ten kilograms (10kgs) and the maximum size provided in the Airline's Regulations. Additional Checked Baggage or upgrade baggage over and above the free baggage allowance of 10kgs may be purchased at discounted rates with increments of 5kgs up to a maximum total of 25kgs at time of booking or up to four (4) hours prior to the scheduled flight departure time. There is no baggage allowance for infants, although a pram/buggy will be carried free of charge. Please refer to the **Fee Schedule** for details on all rates. The fee is non-refundable and non-transferable.
8.7 **Pre-paid (or Pre-Purchased) Baggage:** For passengers not entitled to a free baggage allowance as specified by the Airline's Tariff and regulations, a baggage fee is made available for the carriage of Checked Baggage, which will be charged at a discounted rate if purchased at time of booking or up to four (4) hours prior to the scheduled flight departure time or at a full rate at the Airport Check-in counters. A minimum of 10kgs of Checked Baggage may be purchased at first instance. There is no baggage allowance for infants, although a pram/buggy will be carried free of charge Please refer to the **Fee Schedule** for details on all rates. The fee is non-refundable and non-transferable.
8.8 **Excess Baggage:** Any passenger checking in baggage which exceeds the amount purchased at time of booking will be charged on a per kg basis an excess baggage fee at the Airport Check-in counters if:
   a. the passenger's fare type includes free baggage allowance and his Checked Baggage exceeds the free baggage allowance; or
   b. the Checked Baggage exceeds the value in the pre-paid baggage allowance purchased for the flight..

For reasons of safety, acceptance of excess baggage is always subject to the Airline's absolute discretion and no refusal by the Airline to carry the passenger's excess baggage will make the Airline liable for the passenger's loss, damage or inconvenience.
Please refer to the **Fee Schedule** for details on all rates. The fee is non-refundable and non-transferable.

8.9 **Oversize Baggage:** Checked baggage with overall dimensions exceeding the allowable dimensions provided in the Airline's Tariffs and Regulations will be charged for carriage in accordance with the rate provided in the Airline's tariffs and Regulations. Oversize Baggage will only be carried at the discretion of the Airline subject to space and weight limitation and payment of required charge(s).
8.10 **Special Items:** Sporting equipment such as bicycles, fishing equipment, golf clubs, surfboards/wakeboards, bowling balls, and scuba diving equipment are not included in a passenger free baggage allowance and are subject to additional charges. These items may be carried in the hold of the aircraft upon payment of the fee set out in the **Fee Schedule** and at the passenger's own risk. The passenger is therefore advised to purchase the necessary insurance for such items. A musical instrument which exceeds the cabin baggage dimensions, provided its weight is within 75kgs, may be carried in the cabin if a seat for it has been purchased and the appropriate fare is paid. There is no baggage allowance associated with the purchase of an extra seat.
   a. Bicycle
   Bicycles must be placed with handlebars fixed sideways, pedals removed and tires deflated in a hard shell container specifically designed for shipping, or in a bicycle suitcase.
   b. Fishing Equipment
   Fishing equipment must be retractable for transport and packed in a hard shell container specifically designed for shipping.
   c. Golf Club
   The bag and the clubs must be fully enclosed in a hard shell container specifically designed for shipping. These will not be accepted if packed only with a vinyl or canvas cover.
   d. Scuba Diving Equipment
   Scuba diving equipment must be securely packed in an appropriate diving bag specifically designed for shipping. Scuba tanks will not be accepted for carriage. Buoyancy control devices, regulators, and underwater photography and videography gear may be hand carried provided they pass the prescribed dimensions for overhead bins.
   e. Surfboards/Wakeboards
   Surfboards/Wakeboards must be appropriately covered for dents and scratches. The length of the boards shall not exceed five (5) feet for ATR flights. Only two (2) surfboards/ wakeboards are allowed per ATR flight.
   f. Bowling balls
   The passenger may carry up to two (2) bowling balls and one (1) pair of bowling shoes placed securely in a bowling bag.

On the other hand, baby buggies, manual wheelchairs, mobility devices and walking frames are carried free of charge provided these items are used by passengers in the course of travelling. Note: maximum weight allowed for mobility devices and wheelchair is 85kgs.

8.11 **Hand Baggage:** Passengers (except infants) are allowed two (2) items of baggage to be carried on board. The items of baggage may be a combination of any two of the following: cabin bag or a laptop bag or a handbag. The cabin bag shall not exceed the dimensions of 56cm X 36cm X 23cm and must not weigh more than 7kgs. The cabin bag must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin. Items determined by the Airline to be of excessive weight or size or of an offensive nature will not be permitted on board and passengers are advised to check in such items as Checked Baggage at the Airport Check-in counters in accordance with Article 8.2, failing which, we reserve the right to check in such items as Checked Baggage upon boarding subject to gate baggage fee payable at the boarding gate (please refer to our Fee Schedule). Subject to the prevalent applicable local laws and regulations passengers may take liquids on board in their hand baggage provided they meet the following restrictions:
   a. The liquid is in a container with a maximum volume of 100ml
   b. That all liquid containers meeting the maximum volume of 100ml each can be fitted comfortably into a transparent, re-sealable 1 litre plastic bag

The plastic bag should be presented separately at security. The passenger may be required to dispose of liquids which do not meet the above requirements. The Airline will not be responsible for, nor have any liability in respect of items removed from passengers or their baggage by airport security personnel.

8.12 **Collection and Delivery of Baggage:** The passenger shall collect his/her Baggage as soon as it is available for collection at places of destination. If the passenger does not collect it within a reasonable time and the baggage needs to be stored at the Airline's premises, the Airline may charge a storage fee. If Checked Baggage is not claimed within 30 Days (30) Days of the time it was made available, the Airline may dispose of it without any liability. Only the bearer of the Baggage Identification Tag delivered to the passenger at the time the Baggage was checked, is entitled to delivery of Baggage. If a person claiming the Baggage is unable to produce a Baggage Identification Tag for identification of the Baggage, the Airline will deliver the Baggage to such person only on condition that he/she has established to the Airline's satisfaction his right thereto, and if required by the Airline, such person shall furnish adequate security to indemnify the Airline for any loss, damage or expense which may be incurred as a result of such delivery. Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is prima facie evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage between us.

Article 9 – Schedules, Cancellations, Schedule Change, Delays, Diversion

9.1 **Schedules:** The Airline will use its best efforts to avoid delay in carrying passengers and their baggage. The Airline will endeavour to adhere to publish schedules in effect on the date of travel. However, times shown in timetables, schedules or elsewhere are not guaranteed and may change at any time and from time to time between the date of booking and the date of travel as circumstances may warrant. The Airline is not liable in any way whatsoever for any loss incurred by passengers as a result of such change.
9.2 **Contact:** The Airline will exert reasonable efforts to contact and notify the affected passengers of any change in or postponement of the flight schedule through the contact details which the passenger provided at the time of booking via e-mail, phone call or text message. Evidence of e-mail or text message dispatch will be deemed evidence of receipt.
9.3 **Cancellation, Schedule Change, Delays and Diversions:** At any time after a booking has been made, changes, cancellations, diversions, postponements, reschedules and/or delays of any flight may occur due to circumstances beyond the Airline's control or for reasons of safety or commercial reasons. In the event of such flight cancellation, the Airline shall at our discretion, either:
   a. carry the passenger at the earliest opportunity on another of the Airline's scheduled services on which space is available without additional charge and, where necessary, extend the validity of the Passenger's booking; or
   b. reroute the passenger to the destination indicated on the ticket or applicable portion thereof by its own scheduled services or the scheduled service of another carrier, or by means of surface transportation; or
   c. retain the value of the passenger's fare in a credit account for his/her future travel if he/she chooses to travel at another time, provided that he/she must re-book within ninety (90) days therefrom;
   d. make a refund to the passenger's bank account or credit or debit card the value of the ticket if he/she chooses not to proceed with his/her trip due to a flight cancellation and/or rescheduling that occurs three (3) hours or more before or after the original scheduled time of departure. For avoidance of doubt, no refund will be issued when a flight is delayed, cancelled and/or rescheduled at the airport on the day of departure for which the passenger may not have been accepted on the flight.
9.4 **Air Passenger Bill of Rights:** Upon the occurrence of any of the events set out in Article 9.3, the options outlined in Article 9.3 from (a) to (d) are the general and immediate remedies available to passengers offered by the Airline. However, the Airline will comply with and abide by more detailed compensation remedies to passengers stipulated in the joint Department of Transportation and Communications (DOTC) and Department of Trade and Industry (DTI) Administrative Order No. 01 or "Air Passenger Bill of Rights" signed in December 2012 as follows:

9.4.1 **Right to Compensation and Amenities in Case of Cancellation of Flight**
   a. In case of cancellation of flights, the following shall be observed:
      1. In case of flight cancellation attributable to ITI, a passenger shall the right to:
         i. Be notified beforehand via public announcement, written/published notice and flight status update service (text);
         ii. Be provided with the following, if he is already at the airport at the time of the announcement of the flight cancellation: sufficient refreshments or meals (e.g. snacks consisting of at least a bottle of water and a sandwich, or breakfast, lunch or dinner or a voucher for the same, as the case may be); hotel accommodation (conveniently accessible from the airport); transportation from the airport to the hotel, vv.; free phone calls, text or e-mails, and first aid, if necessary; and
         iii. Reimbursement of the value of the fare, including taxes and surcharges, of the sector cancelled, or both/all sectors, in case the passenger decides not to fly the ticket or all the routes/sectors; or
         iv. Be endorsed to another air carrier without paying any fare difference, at the option of the passenger, and provided that space and other circumstances permit such re-accommodation; or
         v. Rebook the ticket, without additional charge, to the next flight with available space, or, within thirty (30) days, to a future trip within the period of validity of the ticket. However, for rebooking made in excess of the aforementioned thirty (30) days for a trip likewise within the validity of the ticket, fees and/or fare difference shall apply.

   2. *Provided,* that in case ITI cancels a (flight at least twenty-four (24)hours before the ETD, it shall not be liable for the foregoing amenities, except, it shall be obliged to notify the passenger, and, in accordance with the preceding provisions, to rebook or reimburse the passenger, at the option of the latter
   b. In case ITI cancels the flight because of force majeure, safety and/or security reasons, as certified by the Civil Aviation Authority of the Philippines, a passenger shall have the right to be reimbursed for the full value of the fare.
   c. The above provisions shall be the minimum entitlement of a passenger in case of cancellation, and shall not prohibit ITI from granting more favourable conditions or recourses, as it may deem appropriate.

9.4.2 **Right to Compensation and Amenities in Case of Flight Delay and Exceptions Thereto**
   A. In case of Terminal Delay of at least three (3) hours after the ETD, whether or not such is attributable to ITI, a passenger shall have the right to:
      1. Be provided with refreshments or meals (sufficient snacks, breakfast, lunch, or dinner, as the case maybe), free phone calls, text or e-mails, and first aid, if necessary; and
      2. Rebook or refund his/her ticket in accordance with the preceding Section (9.30.20) or be endorsed to another carrier, in accordance with the preceding Section (9.30.20).
   B. In case such Terminal Delay extends to at least six (6) hours after the ETD for causes attributable to ITI, it shall be deemed cancelled for the purpose of making available to the passenger the rights and amenities required to be provided in case of actual cancellation, as provided for in 9.30.20 paragraph B; and inaddition, an affected passenger shall be given the following:
      1. Additional compensation equivalent to at least the value of the sector delayed or deemed cancelled to be paid in the form of cash or voucher, at the discretion of the air carrier; and
      2. The right to board the flight if it takes place more than six (6) hours after the ETD and the affected passenger has not opted to rebook and/or refund. For this purpose, the air carrier is obliged to exert all efforts to contact the passenger for the flight.
   C. A passenger shall likewise have the right to be provided with sufficient food and beverage, in cases of Tarmac Delay of at least two (2) hours after the ETD, reckoned from the closing of the aircraft doors, or when the aircraft is at the gate with the doors still open but passengers are not allowed to deplane.
   D. The above provisions shall be the minimum entitlement of a passenger in case of delay and shall not prohibit ITI from granting more favorable conditions or recourses, as it may deem appropriate.
9.5 **Flight Connections**: Except for connections within its network, the Airline is strictly a point-to-point carrier and is not responsible for any connecting flight of the Passenger or ***for any misconnection arising from any reason whatsoever.***

Article 10 – Rebooking, Refund and Credit Fund

10.1 **Rebooking:** Rebooking may be availed of:
   a. After a Passenger makes a voluntary cancellation of his entire reservation provided that:
      1. the passenger's fare type is rebookable;
      2. the request to rebook is made within the Airline's prescribed period;
      3. the passenger pays the rebooking fee;
      4. the passenger pays the fare difference, where the new flight is in a fare class higher than that of the cancelled flight.
   b. In case of involuntary flight cancellation on the part of the passenger, route suspensions, flight delays or postponements of more than one (1) hour after the ETD. In these cases, the Airline will not charge the Passenger the fare difference if the rebooked flight is within thirty (30) days from the original departure date;
   c. Airline policy will apply for combined Regular Fare and Promo Fare in one booking, subject to fare rules and applicable charges;
   d. For voluntary rebooking or changes in the itinerary and when the booking details have been changed, the Passenger can no longer revert to the original itinerary. Further, the Passenger can only be accepted to the preferred or changed flight itinerary after payment of the applicable fees and penalties.
10.2 **Refund:** Fares paid and received by the Airline will be refunded to the passenger upon his/her request where:
   a. the refund is sought after flight cancellations and route suspensions, or flight delays or postponements of more than one (1) hour after the scheduled time of departure for causes other than safety or security:
   b. the passenger is not allowed or failed to board the flight for reasons other than his non-observance of the General Conditions or applicable law; or
   c. the passenger died or suffered a serious illness before the scheduled flight, where presentation of valid certificates maybe required.

The itinerary is valid until flown on the flight and date specified. Subject to Airline's policy, but generally, the passenger must file his claim for refund only up to the latest travel date. Otherwise, the fare will be forfeited. The airline may charge a fee for processing and releasing the refund, except in cases of involuntary flight disruptions of at least one (1) hour after the scheduled flight departure time for reasons other than safety or security. All refund will be subject to the Airline's refund process in force at the time of the request.

10.3 Travel **Credit Fund:** Upon the authorized cancellation by the passenger of his/her flight within the Airline's prescribed period, or the flight disruption of at least one (1) hour after the scheduled flight time of departure, the passenger may apply for the creation of the Travel Credit Fund in his name and, if the Itinerary covers two or more passengers, in the name of the other passengers identified therein.

The amount in the Credit Fund will pertain to the passenger or passengers named in the Itinerary, except where the reservation was made through a corporate or government account that a government agency or private company may have with the airline, in which case the amount will pertain to the concerned government agency or private company that may then proceed to redeem the same for future bookings through the same account.
Multiple passengers named in one Itinerary will have the option to create a single fund that may be redeemed by anyone in the record or to split the fund to allow each passenger on record to get his share. Except for this instance, the airline will follow a one booking-one Credit Fund policy. A single Credit Fund cannot be created out of multiple bookings, as the Credit Fund is associated with the passenger's booking reference and not with his name.
   a. Processing Fee: The airline may charge a fee for processing a Travel Credit Fund, except in cases of involuntary flight disruptions of at least one (1) hour after the scheduled flight departure time for reasons other than safety or security;
   b. Validity Period: The value stored in the Travel Credit Fund may be used by the passenger to pay for future bookings within ninety (90) days from the date of its creation;
   c. Redemption: The value of the Travel Credit Fund may be redeemed through the Airline's organic ticket offices, organic airport service desks or via its reservations centre. It may be used to pay for new bookings of the same person/s on record, ancillary products or fees and penalties (except Philippine taxes that must be paid in cash and excess baggage):
      1. A passenger with multiple Credit Funds may combine these funds for application to a single transaction. If the amount in the Credit Fund is greater than the amount due, the balance may still be used to pay for another transaction unless the Credit Fund is no longer valid. If the amount in the Credit Fund is less than the amount due, the passenger may use another form of payment to cover the balance;
      2. Where a single fund is created by multiple passengers in an Itinerary and redemption is made by one or more but not all of the named passengers, the persons seeking to redeem the fund are presumed to have been fully authorized to so proceed by his or their co-passengers, and the Airline will be entitled to rely on this presumption and on any representation made by the redeeming passenger/s. Should the other passengers repudiate this authority and file a claim against the Airline, the redeeming passengers will be liable to, and shall indemnify, the airline for any and all costs and damages incurred;
      3. Subject to a name change fee, a passenger holding a single Credit Fund created from a multiple passenger Itinerary may be allowed to use the value of the Credit Fund with other persons not included in the original booking. Fares paid and received by the Airline will be refunded to the Passenger upon his/her request where the refund is sought after flight cancellations and route suspensions, or flight delays or postponements of more than one (1) hour after the scheduled flight departure time for causes other than safety or security;
10.4 **Alternative Options:** The options provided to the Passengers under Article 10.1 (Rebooking), 10.2 (Refund) and 10.3 (Travel Credit Fund) are alternatives. Once a Passenger avails himself/herself of any of these options, he can no longer apply to avail of any other.

Article 11 – Ancillary Products and Services

11.1 **General:** The Airline offers products and services ancillary to carriage by air that Passengers may also pre-order when booking their flights through the Airline's website. The complete terms and mechanics (including rates and charges) applicable to the availment of ancillary products may be found on the Airline's website.
11.2 **Ancillary Products/Services offered by the Airline:** Ancillary products and services include the following:
   a. Prepaid Baggage Allowance;
   b. Upgrade Baggage Allowance;
   c. Seat Selector
   d. Travel Insurance
   e. Sports Equipment
   f. Hotels/Hotel Package
   g. Inter-Airport Transfer
   h. Ground Merchandising

Ancillary Products/Services are non-transferable, non-reroutable and non-refundable or non-storable in a Travel Credit Fund unless full refund/travel credit fund is available to the passenger under these Terms and Conditions or otherwise required by local laws, but may be rebooked subject to Airline's policy.

11.3 **Ancillary Products/Services from Third Parties:** The Airline merely acts as an agent of the passenger in the provision of ancillary services requested by the passenger from, or when making arrangements for the passenger with, any third party, or if the Airline issues a ticket or voucher relating to transportation or services other than carriage by air, including hotel reservations and Travel Insurance. In these cases, the terms and conditions of the third party provider will apply and the Airline makes no representation on its behalf, nor will the Airline be liable for any inability or refusal of the third party to provide the services or for any loss or damage sustained by the passenger.

Article 12 – Conduct On-Board the Aircraft

12.1 The Passenger will conduct himself within the airport and onboard the aircraft in a manner consistent with existing aviation regulations and mindful of the courtesy customarily extended by reasonable persons to other passengers and Airline crew. The Passenger is expected to know and understand the aviation regulations pertaining to him and to immediately conform to accepted conduct when his attention is called by the Airline crew.
12.2 A. The Airline may take such measures as it deems reasonably necessary, including the use of physical restraint, if in its reasonable opinion:
      1. the Passenger's conduct endangers any person or property within the airport or onboard the aircraft, or obstructs or hinders the crew in the performance of their duties;
      2. the Passenger has failed or refused to comply with any appropriate instruction of the crew on the observance of aviation regulations, including those relating to smoking, consumption of alcohol, use of mobile phones; or
      3. the Passenger uses any threatening, abusive or insulting words or conduct towards the crew or behaves in a manner that causes discomfort, inconvenience, damage or injury to other persons or property.
   B. The Airline may compel the Passenger to leave or disembark and refuse onward carriage at any point and the Passenger will be prosecuted for offenses committed within the airport or onboard the aircraft.
   C. The Airline will hold the Passenger liable for all costs, damages and liabilities that the Airline may incur as a result of any misconduct or diversion of the aircraft to offload the Passenger.
12.3 For safety reasons, the Airline may forbid or limit operation on board the aircraft of electronic equipment, including mobile phones, laptop computers, portable recorders, portable radios, CD players, electronic gaming or transmitting devices, radio-controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.
12.4 Smoking is not permitted on any of the flights. The Airline may cause the imposition of severe criminal penalties and claim flight disruption costs against the Passenger for any violation of this policy. Those who attempt to smoke in a flight may be refused carriage in the future. Passengers are also prohibited from consuming their own alcohol on board.

Article 13 – Liability Limitations

13.1 **Warsaw Convention Notice:** If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and shall govern and in most cases limit, the liability of carriers for death or personal injury and in respect of loss of or damage to baggage. It is the responsibility of the passenger to know and/or familiarize himself with the Warsaw Convention.
13.2 **In case of death or bodily injury:** For domestic travel performed under the Warsaw Convention, the Airline's liability for Passenger death or personal injury is limited in most cases to approximately Ten Thousand to Twenty Thousand US Dollars (USD 10,000-20,000). Additional protection can easily be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the Airline's liability under the Warsaw Convention or other relevant convention.
13.3 **In case of Delayed Baggage:** Whenever possible, Checked Baggage will be carried on the same aircraft as the passenger. The Airline may decide for safety, security or operational reasons to carry it on another flight. If a Checked Baggage is carried on a subsequent flight, the Airline will deliver it to the passenger. For every twenty-four (24) hours of delay in such delivery counted from one (1) hour from the arrival of the flight of the passenger carrying such baggage, the Airline will tender an amount of Two Thousand Pesos (P2,000) to the passenger as compensation for the inconvenience the latter experienced.
13.4 **In case of Lost or Damaged Baggage:** For domestic travel, the Airline's liability for lost or damaged baggage will be equivalent to half of the amount prescribed under the Warsaw Convention or the relevant convention in its Peso equivalent. The rate for the liability limit for lost and damaged baggage for international travel performed under the Warsaw Convention is approximately Nine US Dollars and Seven Centavos (USD9.07) per pound or Twenty Dollars (USD20.00) per kilo for Checked Baggage. In special circumstances where the law of the country or destination (other than the Philippines) so requires, the Airline's liability for delay, lost, or damaged Baggage may be governed by the higher liability rules of any other applicable international convention.
13.5 **Declaration of Higher Value:** Where the passenger declares in writing pursuant to an excess valuation facility a higher value for his/her Baggage in advance of the flight and, and pays additional charges imposed by the Airline, the Airline's liability shall be limited to that higher declared value.
13.6 **Where Warsaw Convention is not applicable:** Where the passenger's carriage is not subject to the liability rules of the Warsaw Convention, the following rules shall apply:
   a. Any liability of the Airline will be reduced or mitigated by any negligence on the part of the passenger which causes or contributes to the Death, Injury, Delay, Loss, or Damage in accordance with applicable law;
   b. The Airline will not be liable for Loss of or Damage to Checked or Unchecked Baggage unless caused by the Airline's gross negligence and such Baggage was within its control or custody;
   c. If the weight of the Baggage is not recorded on the Baggage Identification Tag, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free baggage allowance for the class of carriage concerned. If in the case of Checked Baggage, a higher value is declared in writing pursuant to an excess valuation facility, our liability shall be limited to such higher declared value;
   d. The Airline will not be liable for any Damage arising from its compliance with applicable laws or Government rules and regulations or from the failure of the passenger to comply with the same;
   e. Except where other specific provision is made in these Terms & Conditions, the Airline shall be liable to the passenger only for recoverable compensatory damages for proven losses;
   f. The Airline is not liable for Damage caused by the passenger or his Baggage. The Passenger is responsible for any Damage he has caused, or is caused by his Baggage to himself, or to other persons or property, including his and the Airline's property. In any such event, the Passenger holds the Airline free and harmless from any liability that may arise.
   g. The Airline shall have no liability whatsoever for Damage to articles or items not permitted to be contained in Checked and Unchecked Baggage including but not limited to fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, title deeds or samples;
   h. The Airline is not responsible for any illness, or disability, including death, attributable to physical condition of the passenger or for the aggravation of such condition;
   i. The Airline reserves the right to dispose baggage which remains unclaimed for a period of thirty (30) days after the arrival of the flight.
   j. The Contract of Carriage, including these Terms & Conditions and exclusions or limits of liability, applies to the Airline's authorized agents, servants, employees and representatives to the same extent as they apply to the Airline. The total amount recoverable from the Airline and from such authorized agents, servants, employees and representatives shall not exceed the amount of its own liability if any;
   k. Nothing in these Terms & Conditions of the Conditions of Contract shall waive any exclusion or limitation of our liability under the Warsaw Convention or any other applicable Convention or applicable laws unless otherwise expressly stated by the Airline.

Article 14 – Time Limitation on Claims and Actions

14.1 **Notice of Claims:** A passenger who wishes to file a claim or action for Damage to, Loss of or Delayed Checked Baggage must notify the Airline as soon as the Damage or Loss or Delay is discovered and while the passenger is still in the airport premises within four (4) hours his/her arrival. Notice may be provided within twenty four (24) hours of arrival if claimant established he/she was unable to give notice at the airport for good cause. Good cause will be determined at the sole discretion of the Airline.
No claim of personal injury or death of a passenger will be entertained by the Airline unless preliminary notice of the claim is presented to an office of the Airline within four (4) hours after the occurrence of the event giving rise to the claim.
Failure to report the incident as required will constitute a waiver of any claim. Every notification must be in writing and delivered to the Airline within the prescribed period.
14.2 **Limitation of actions:** Any right to damages claimed by a passenger shall be extinguished if an action is not brought against the Airline within two (2) years from the date of arrival at the destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by law of the court where the case is heard.

Article 15 – Choice of Law and Jurisdiction

15.1 **Governing Law:** Unless otherwise provided by the Warsaw Convention or any applicable law, government regulations, orders or requirements, these Terms and Conditions of Carriage, Conditions of Contract and the Regulations that are issued by the Airline from time to time shall be governed by and construed in accordance with Philippine law.
15.2 **Venue of Suit:** Unless otherwise provided by local laws, any action by or against the Airline must be brought before the competent courts of Pasay City, Philippines to the exclusion of all other venues. The Passenger submits to the jurisdiction of these courts and will not object to the venue on the ground of inconvenient forum.
15.3 **Service of Legal Notices:** The Airline will accept formal and legal notices or documents only at its operations centre in Pasay City, Philippines.
15.4 **Modification and Waiver:** None of the Airline's agents, employees or representatives has the authority to alter, modify or waive any provisions of these Terms and Conditions of Carriage