

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

SVETLANA SHOLOPA and MILICA
MILOSEVIC, on behalf of themselves and all
others similarly situated,

Plaintiff,

v.

TURK HAVA YOLLARI A.O., INC. (d/b/a
Turkish Airlines, a foreign corporation), and
TURKISH AIRLINES, INC., a New York
Corporation

Defendant.

Case No.: 1:20-cv-03294-ALC

**CONSOLIDATED CLASS ACTION
COMPLAINT AND JURY DEMAND**

Plaintiffs Svetlana Sholopa and Milica Milosevic (“Plaintiffs”), individually and on behalf of all others similarly situated, allege the following on the investigation of their counsel and upon information and belief, except as to Plaintiffs’ allegations regarding their own actions, which are based on personal knowledge.

NATURE OF THE ACTION

1. This is a class action lawsuit regarding Defendants Turk Hava Yollari A.O., Inc. d/b/a Turkish Airlines. and Turkish Airlines, Inc.’s (collectively, “Turkish Airlines” or “Defendants”) failure to provide full refunds to customers whose flights were cancelled as a result of the coronavirus, or COVID-19.

2. The Covid-19 pandemic confronts Americans with one of the greatest health and economic crises in the history of our nation, threatening the lives and livelihoods of millions. Shared sacrifice and mutual responsibility have never been more important to navigate these uncertain times. Hundreds of thousands of people have been forced to file for unemployment in a matter of weeks, and pocketbooks are being stretched like never before. For individuals and businesses alike, the need for cash and liquidity has never been greater.

3. Unfortunately, instead of honoring contractual obligations during this crisis, Defendants, through their operation of Turkish Airlines, have made the reprehensible decision to extract maximum capital from customers in order to pad their own balance sheets. Turkish Airlines' innocent customers are now left holding the bag.

4. Given the outbreak of the coronavirus, Defendant Turkish Airlines has cancelled a vast percentage of its international and United States flights. Defendants' General Conditions of Carriage,¹ a self-imposed contract between Turkish Airlines and its customers, requires Turkish Airlines to issue refunds to Plaintiffs and other passengers whose flights were cancelled by Defendants. However, Defendants have, to date, and in violation of their contractual obligations, refused to issue refunds for flights that Defendants cancelled.

5. Defendants are further in breach of their contractual obligations because Defendants violated applicable United States Department of Transportation ("DOT") regulations requiring prompt refunds within seven days of the cancellation. Defendants' Conditions of Carriage, at Article 2.5, contain a section entitled Overriding Law, which requires Defendants' compliance with DOT regulations as part of their self-imposed contractual undertaking.²

6. Specifically, the DOT has "issued an Enforcement Notice clarifying, in the context of the 2019 Novel Coronavirus (COVID-19) public health emergency, that U.S. and foreign airlines **remain obligated to provide a prompt refund to passengers** for flights to, within, or from the United States when the carrier cancels the passenger's scheduled flight or

¹ Turkish Airlines' General Conditions of Carriage are attached hereto as **Exhibit A**.

² TURKISH AIRLINES GENERAL CONDITIONS OF CARRIAGE § 2.5 ("In case any provision contained or referred to herein is contrary to anything contained in the applicable convention, and any applicable laws, government regulations, orders, or requirements that cannot be waived by agreement of the parties, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision.").

makes a significant schedule change and the passenger chooses not to accept the alternative offered by the carrier. The obligation of airlines to provide refunds, including the ticket price and any optional fee charged for services a passenger is unable to use, does not cease when the flight disruptions are outside of the carrier's control (e.g., a result of government restrictions)."³ Indeed, the DOT's Enforcement Notice makes perfectly clear that offering "vouchers or credits for future travel" is not an adequate or appropriate substitute for airlines' obligations to offer refunds for cancelled flights.⁴

7. On May 12, 2020, the DOT issued a Second Enforcement Notice, which stated the following:

- (a) The DOT reiterated that "airlines have an obligation to provide a refund to a ticketed passenger when the carrier cancels or significantly changes the passenger's flight, and the passenger chooses not to accept an alternative offered by the carrier."⁵
- (b) Online travel agencies are required to provide a "prompt refund" when "(i) an airline cancels or significantly changes a flight, (ii) an airline acknowledges that a consumer is entitled to a refund, and (iii) passenger funds are possessed by a ticket agent."⁶

³ DEP'T OF TRANSP., U.S DEPARTMENT OF TRANSPORTATION ISSUES ENFORCEMENT NOTICE CLARIFYING AIR CARRIER REFUND REQUIREMENTS, GIVEN THE IMPACT OF COVID-19 (Apr. 3, 2020), <https://www.transportation.gov/briefing-room/us-department-transportation-issues-enforcement-notice-clarifying-air-carrier-refund> (hereinafter "DOT NOTICE") (emphasis added).

⁴ *See id.*

⁵ DEP'T OF TRANSP., FREQUENTLY ASKED QUESTIONS REGARDING AIRLINE TICKET REFUNDS GIVEN THE UNPRECEDENTED IMPACT OF THE COVID-19 PUBLIC HEALTH EMERGENCY ON AIR TRAVEL 1 (May 12, 2020), <https://www.transportation.gov/sites/dot.gov/files/2020-05/Refunds-%20Second%20Enforcement%20Notice%20FINAL%20%28May%2012%202020%29.pdf> (hereinafter "DOT SECOND NOTICE").

⁶ *Id.* at 2.

- (c) “The refund policy in place at the time the passenger purchased the ticket is the policy that is applicable to that ticket.”⁷
- (d) “Airlines and ticket agents can offer consumers alternatives to a refund, such as credits or vouchers, **so long as the option of a refund is also offered and clearly disclosed** if the passenger is entitled to a refund.”⁸
- (e) “For airlines, ‘prompt’ is defined as being **within 7 business days** if a passenger paid by credit card, and **within 20 days** if a passenger paid by cash or check.”⁹

8. Turkish Airlines is the national flag carrier of Turkey and the largest mainline carrier in the world by number of passenger destinations. Turkish Airlines carried almost 50 million passengers in the first eight months of 2019.¹⁰

9. Passengers on Turkish Airlines decreased by 53% in March 2020, from 5.9 million passengers in 2019 to 2.8 million passengers.¹¹

10. Plaintiffs, like many other travelers, were scheduled to fly with Turkish Airlines. For Plaintiff Sholopa, two of the flights on her trip were scheduled to depart from or arrive in the United States: a departing flight from New York, New York to Istanbul, Turkey, and a return flight from Istanbul to New York. Plaintiff Milosevic also purchased tickets from Defendants

⁷ *Id.*

⁸ *Id.* at 3 (emphasis added).

⁹ *Id.* (emphasis added).

¹⁰ Anadolu Agency, *Turkish Airlines Carries Some 50M Passengers in 8 Months*, HÜRRİYET DAILY NEWS, Sept. 12, 2019, <https://www.hurriyetaidailynews.com/turkish-airlines-carries-some-50m-passengers-in-8-months-146505>.

¹¹ TURKISH AIRLINES, 13.04.2020 PUBLIC DISCLOSURES, <https://investor.turkishairlines.com/en/announcements/public-disclosures/13042020-public-disclosures>.

scheduled to depart from or arrive in the United States: a March 21, 2020 flight departing from Serbia to arrive in New York.

11. Plaintiff Sholopa's tickets were booked through the website Vayama.com. Plaintiff Milosevic purchased her tickets directly from Turkish Airlines.

12. Plaintiff Sholopa's departing flight was cancelled by Turkish Airlines due to the coronavirus travel restrictions, as was Plaintiff Milosevic's flight from Serbia to New York.

13. Upon discovering her departing flight was cancelled, Plaintiff Sholopa called Turkish Airlines. Turkish Airlines informed Plaintiff Sholopa that she would have to take the matter up with Vayama.com.

14. Vayama.com refused to issue Plaintiff Sholopa a refund and told her that if she wished to change her flight date, she would be required to pay administrative fees.

15. Plaintiff Sholopa did not receive a full refund from Turkish Airlines prior to filing this lawsuit, in clear breach of Defendants' General Conditions of Carriage.

16. Plaintiff Milosevic requested a refund multiple times from Defendants, but still has not received a refund in clear breach of Defendants' General Conditions of Carriage.

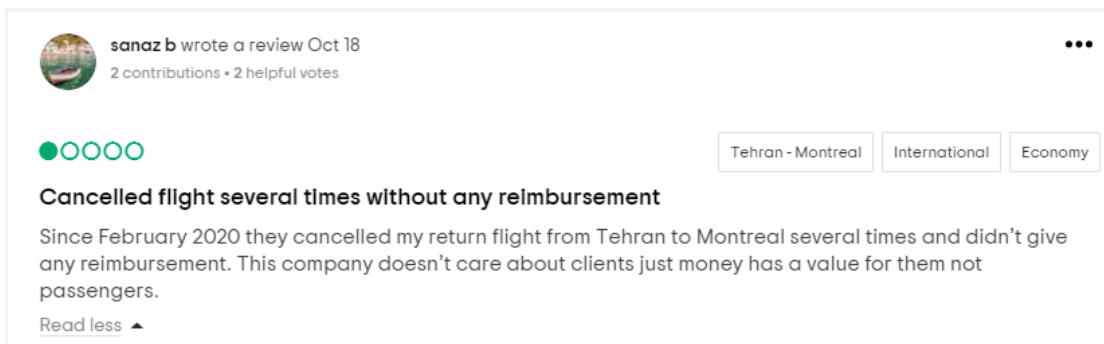
17. Defendants were required by the terms of their Conditions of Carriage and the DOT Enforcement Notices, incorporated therein, to provide Plaintiffs a prompt refund when Turkish Airlines cancelled her flight. At minimum, refunds were due within a reasonable time, and Plaintiffs having to file class action lawsuits to obtain refunds weeks after the flight cancellations is patently unreasonable.

18. Turkish Airlines agreed in its General Conditions of Carriage that “[i]f the Carrier cancels a flight ... the amount to be refunded shall be: [i]f no portion of the Ticket has been used, an amount equal to the fair paid.”¹²

19. Defendant breached the clear terms of its Conditions of Carriage, and Defendant’s acts are in violation of the DOT’s Enforcement Notice, which requires airlines to provide “a prompt refund to passengers . . . when their carrier cancels the passenger’s scheduled flight.”¹³ The DOT Enforcement Notice applies to “U.S. and foreign airlines.”¹⁴

20. Turkish Airlines’ consumers have excoriated Turkish Airlines’ refusal or failure to provide its customers with refunds. The following is but a smattering of complaints from the website tripadvisor.com¹⁵ that date back months:

October 18, 2020 Review:




¹² TURKISH AIRLINES GENERAL CONDITIONS OF CARRIAGE § 11.3.1, <https://turkishairlines.ssl.cdn.sdlmedia.com/637140877725478215PT.pdf>.


¹³ DOT NOTICE

¹⁴ *Id.*

¹⁵ TURKISH AIRLINES REVIEWS, TRIPADVISOR, https://www.tripadvisor.com/Airline_Review-d8729174-Reviews-Turkish-Airlines.html#REVIEWS.

October 16, 2020 Review:


id88 wrote a review Oct 16
 Arlington, Virginia • 2 contributions • 1 helpful vote



Naples - Washington DC
 International
 Economy

I have never had such a terrible experience with an airline

My flight was cancelled due to COVID and I have been struggling to get a refund since June of 2020. Their customer service and responsiveness has been terrible.


After many calls, over the course of months, they told me that they already refunded my money which is false entirely. They requested I open a feedback ticket on their website.


I submitted the feedback ticket, was told I needed to provide the ticket number for the flight and then they CLOSED my feedback request, though my problem wasn't solved.

I have been trying to get my refund for over four months now, this is truly horrible.

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October 16, 2020 Review:


Refuge wrote a review Oct 16
 1 contribution




London - Lagos
 International
 Economy


Worst Airline, Very poor customer service, Very unhelpful set of people

Worst Airline, Very poor customer service, Very unhelpful set of people. They Cancelled my flights and didn't refund my money. Avoid them like a plague

[Read less](#) ▲

October 12, 2020 Review:


Lara A wrote a review Oct 12
 4 contributions



Houston - Baghdad
 International
 Economy

turkish airline is the worstttttttttt, very bad experience.

Zero, Zero, Zero, Zero. Turkish airlines and just fly website are the worst services at all. the flight has been cancel and there is no money back (around \$5670). if you want to travel to Asia use Qatar airline. it was my mistake to book 5 tickets with Turkish airlines. this was the first time and also last time, I think to use both. usually, I'm using Qatar airlines to travel with my family and book the flight ticket on the Qatar Airways website, they are a little bit expensive but they are more reliable and trusted everything is good with them.

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October 9, 2020 Review:

idrees wrote a review Oct 9

1 contribution • 1 helpful vote



Washington DC - Kabul Province

International

Economy

Never Again

My flight got canceled 3 times, they don't refund my money because i got the voucher, as if they gift me a free voucher. Since April till now (October 20) i did not receive my new ticket or money. They don't even reply to my email or the useless feedback option.

[Read less](#) ▲September 2020 Review:

N.Zoute wrote a review Sep 2020

Dubai, United Arab Emirates • 2 contributions • 3 helpful votes



Dubai - Toulouse

International

Economy

Flight cancelled twice due to covid-19, by Turkish Airlines, no refund

My husband and I were due to leave Dubai end of May and had book the flight with Turkish Airlines to return to France (one way). Turkish Airlines on two occasions cancelled our flights and promised a refund (having specifically booked a flexi flight), although no refund or help since then! We have spoken to their French, Turkish, and dubai customer service teams and have been either given wrong email addresses, ignored, hanged up on and lastely insulted by their team today at 12.51pm by a team member named Mathilda. I am mortified, we are owed nearly 900€ and after filling in claim forms, sending emails and calling over 20 times, still to this day no help.

It's a disrace to treat any customer or potential customers this way.

The flight was booked during the Covid-19 and they promised that if any issue flights would be reimburst.

Another company abusing their clients during this situation.

[Read less](#) ▲September 2020 Review:

Jean R wrote a review Sep 2020

1 contribution



Manchester - Istanbul

Europe

Economy

Dont book with this airline

Cant give a review as our flight was cancelled in april . We have not had a refund and turkish airlines have rejected our request for a refund even though we are clearly entitled to one. We will never book with this airline again

[Read less](#) ▲

June 3, 2020 Review:

Nicolene V wrote a review Jun 3



Johannesburg, South Africa • 28 contributions • 7 helpful votes



Johannesburg - Istanbul

International

Economy

Turkish Airlines promised to refund me for a flight they canceled but I'm yet to receive my refund!!!

We were meant to fly to Turkey in April. They cancelled our flight and gave us a refund in writing. Going on 2.5 months, no refund in my bank account. They didnt offer to give us a open ticket???

So are we just expected to write off 28k?

May 2020 Review:

Anonymous wrote a review May 2020



1 contribution • 2 helpful votes



Samsun - Istanbul

Domestic

Economy

Extreme bad service, they are very late with following government regulations

Extreme bad service, they are very late with following government regulations. For example, the 18th of may domestic flights have been cancelled. To this date, the 20th of may they still are selling tickets. They have a no refund policy and a very high fee when you need to change your flight.

April 20, 2020 Review:

Alice wrote a review Apr 20



2 contributions



London - Istanbul

Europe

Economy

Worst airline ever & violations of passenger rights

Rejected refund after cancelling a flight for reasons beyond my responsibility due to the coronavirus outbreak.

I had a flight scheduled from London to Istambul but given that I went to Italy in the previous 14 days my entry into or transit through Turkey was not permitted. My request for a refund was rejected. The customer service told me several times that I was entitled for a refund but I have never received my money back.

Unprofessional staff and call center. Unresponsive for the feedbacks provided.

April 17, 2020 Review:



Stephen S wrote a review Apr 17
13 contributions • 3 helpful votes



Brisbane - Antalya

International

Economy

Cancelled flight

I moved to Australia on January 2020 and booked flights to meet friends in Belem Turkey for golf in April ,due to covid everything cancelled and NO REFUND from Turkish airlines for myself and friends ,they offered us a voucher to use by February 2021 ????

Why not give us a refund as flights have been cancelled ,so many other airlines around the world offered full refunds.

This airline is stealing people's money and cannot be trusted ,it's an absolute disgrace and I have been going to turkey for years golfing now and that is it no more such a shame as nice People in a nice country but this thieving outfit of an airline should be punished .

April 16, 2020 Review:



J Grau wrote a review Apr 16
4 contributions



Dubai - Frankfurt

International

Economy

Arrogant and misleading customer service

During the corona situation I booked a flight with them since they proudly announced they were going to fly on this date.

However with the upcoming flight in reach, they simply sent me a letter saying my flight has been changed. So far the word cancelation has not been used.

I look into the online status, no sign of cancelation, they simply said your flight status has changed.. please call some hotline.

I call some hotline and get a machine of course.

The machine however also does not tell me my flight has been canceled after typing in my flight number.

So I reach out to every single phone number I could find on their website, fill in every form, trying to contact every email.

After a couple of days I get a response that they would like to offer me a voucher for a fraction of the price I initially paid for the flight.

I said no, so you are telling me my flight has been canceled?

Finally at this stage they actually tell me my flight has been canceled!!!

So I say I don't want a voucher, I want my money back in this case.

They say, they will not do that because this would not look good in their cashflow!

Which is the fancy way to say, we ll keep your money despite having no right to have it, but it looks better on our bank account. which is an other way to say we are stealing your money!


Complain if you like but nobody cares and you can not expect a response from us anyways.

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April 14, 2020 Review:


Milene A wrote a review Apr 14
16 contributions • 2 helpful votes

Denpasar - Lisbon International Economy

Turkish Airlines is taking advantage of this tragic situation to make money off of their costumers!

To sum up my last and final experience with Turkish Airlines: it was a complete DISGRACE! It is beyond unacceptable that you refuse to refund us a one-way ticket of a flight that was cancelled by you, leaving us and other costumers behind with no options to return home available! Our trip started on the 16th of March, with a flight from Lisbon to Bali which went smoothly. Our flight home should have happened on the 27th of March, however on the 20th (a whole week prior) I got an email stating that there were updates on my flight. I went on your website only to realize that our connection flight from Istanbul to Lisbon was cancelled, leaving us only with a halfway flight from Bali to Istanbul. I went to the airport to try and sort this out only to be greeted by the Turkish Airlines front desk who showed me no solutions available – the only thing they were able to tell me was to write to the airline directly via their website asking for a refund – again, this was presented by YOUR staff members as being the ONLY way to get a refund. So we did! The next day, the other half of our flight home – from Bali to Istanbul – got cancelled too. This left us with no way to return home with Turkish Airlines and forced us into buying new tickets with any airline that could take us home. We ended up paying 4x the price of the original ticket (which we never got back) and do 3 lay over flights, in comparison with the one we had originally bought with you, Turkish Airlines. Upon our arrival home, I received an email refusing our refund even though we followed the EXACT steps YOUR staff told us to. We ended up calling the only call center available; in Turkey and waited over 40 minutes before we managed to talk to anyone. We ended up being passed on to more than one operator, who claimed they'd only refund us the airport taxes but not the ticket price. After what seemed like forever waiting, and trying to make our point of view heard, the call was ended, rudely and disrespectfully by your staff members who never showed us any actual assistance or solution! That call alone cost us almost €40 !! Which is basically how much you offered to refund us in airport taxes! We demand a solution, our money back, and WE ARE NEVER FLYING WITH TURKISH AIRLINES AGAIN.

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21. Defendants have deprived Plaintiff and the Class of the refunds to which they are entitled.

22. Plaintiffs bring this action on behalf of themselves and the Class for equitable relief and to recover damages and restitution for breach of contract.

PARTIES

23. Plaintiff Svetlana Sholopa is a citizen of the State of Massachusetts and resides in Agawam, Massachusetts. In February 2020, Ms. Sholopa purchased tickets for her mother for flights on Turkish Airlines. As part of that trip, Ms. Sholopa's mother was to fly on two flights that departed from or were destined for the United States: a departing flight from New York, New York to Istanbul, Turkey on May 13, 2020, and a return flight from Istanbul to New York on November 5, 2020. Ms. Sholopa booked these flights through Vayama.com. Ms. Sholopa paid approximately \$695 for the round-trip ticket. At the time that Ms. Sholopa purchased the

tickets, she understood that she would be entitled to a refund from Defendant if the flight was cancelled. In April 2020, Ms. Sholopa's departing flight was cancelled by Turkish Airlines due to the coronavirus, COVID-19. This cancellation entitled her to an involuntary refund in accordance with Defendants' General Conditions of Carriage. Ms. Sholopa requested a refund from Turkish Airlines but was denied and told to take the matter up with Vayama.com. Vayama.com refused to issue Ms. Sholopa a refund and told Ms. Sholopa that if she changed her departing flight, she would be required to pay administrative fees. Ms. Sholopa has suffered damages as a result of Defendants conduct.

24. Plaintiff Milica Milosevic is an individual and a citizen of Wyoming. Ms. Milosevic purchased tickets directly from Turkish Airlines for a scheduled flight on March 21, 2020 departing from Serbia and arriving in New York City. Ms. Milosevic paid approximately \$790 for the ticket. Defendants cancelled Ms. Milosevic's flight, which entitled her to an involuntary refund in accordance with Defendants' General Conditions of Carriage. Since the cancellation, Ms. Milosevic has made multiple calls requesting a cash refund. Each time, Defendants refused to provide Ms. Milosevic with a refund in an amount equal to the fare paid. Ms. Milosevic has suffered damages as a result of Defendants conduct.

25. Defendant Turk Hava Yollari A.O., Inc. d/b/a Turkish Airlines is a foreign corporation with its principal place of business located in Turkey, at Turkish Airlines General Management Building, Ataturk Airport, Yesilkoy, IB 34149, Istanbul, Turkey. Defendant Turk Hava Yollari A.O.'s principal place of business in the United States is at 350 Fifth Avenue, Suite 7510, New York, New York 10118. Defendant Turkish Airlines conducts substantial business throughout the United States, including in the State of New York.

26. Defendant Turkish Airlines, Inc. is a New York corporation with its principal place of business in Turkey.

JURISDICTION AND VENUE

27. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A), as modified by the Class Action Fairness Act of 2005, because at least one member of the Class, as defined below, is a citizen of a different state than Defendant, there are more than 100 members of the Class, and the aggregate amount in controversy exceeds \$5,000,000 exclusive of interest and costs.

28. This Court has personal jurisdiction over this action because Defendant Turkish Airlines maintains its principal place of business in this District, and because through the conduct alleged herein Defendants have sufficient minimum contacts with the forum such that exercise of personal jurisdiction by this Court is appropriate.

29. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant Turkish Airlines, as a foreign entity, may be sued in any judicial district.

CLASS ACTION ALLEGATIONS

30. Plaintiffs bring this action pursuant to Federal Rule of Civil Procedure 23, on behalf of the following “Class”:

All persons in the United States who purchased tickets for travel on a Turkish Airlines flight scheduled to operate to, from, or within the United States whose flights were cancelled or were subject to a significant schedule change and not refunded.

31. Plaintiff Sholopa also seeks to represent a Subclass consisting of all Class members that reside in the State of Massachusetts (the “Massachusetts Subclass”).

32. Plaintiff Milosevic also seeks to represent a Subclass of all Class members that reside in the State of Wyoming (the “Wyoming Subclass”) (the Massachusetts Subclass and the Wyoming Subclass are collectively referred to as the “Subclasses”).

33. Subject to additional information obtained through further investigation and discovery, the foregoing definition of the Class and Subclasses may be expanded or narrowed by amendment to the complaint or narrowed at class certification.

34. Specifically excluded from the Class and Subclasses are Defendant, Defendant’s officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint ventures, or entities controlled by Defendant, and their heirs, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or Defendant’s officers and/or directors, the judge assigned to this action, and any member of the judge’s immediate family.

35. **Numerosity.** The members of the proposed Class are geographically dispersed throughout the United States and are so numerous that individual joinder is impracticable. Upon information and belief, Plaintiffs reasonably estimate that there are hundreds of thousands of individuals that are members of the proposed Class, and tens of thousands of members in the Subclasses. Although the precise number of proposed members is unknown to Plaintiffs, the true number of members of the Class and Subclasses are known by Defendants. Members of the Class and Subclasses may be notified of the pendency of this action by mail and/or publication through the distribution records of Defendants and third-party retailers and vendors.

36. **Typicality.** The claims of the representative Plaintiffs are typical of the claims of the Class and Subclasses in that the representative Plaintiffs, like all members of the Class and Subclasses, paid for a Turkish Airlines flight that was cancelled, and did not receive a refund for

the cancelled flight or for any consequential damages and cancelations caused by the original cancelled flight. The representative Plaintiffs, like all members of the Class and Subclasses, have been damaged by Defendants' misconduct in the very same way as the members of the Class and Subclasses. Further, the factual bases of Defendants' misconduct is common to all members of the Class and Subclasses and represent a common thread of misconduct resulting in injury to all members of the Class and Subclasses.

37. **Existence and predominance of common questions of law and fact.** Common questions of law and fact exist as to all members of the Class and Subclasses and predominate over any questions affecting only individual members of the Class and Subclasses. These common legal and factual questions include, but are not limited to, the following:

- (a) Whether Defendants failed to refund purchasers of cancelled flights and the damages and consequential damages caused thereby;
- (b) Whether Defendants' actions violated the terms of its General Conditions of Carriage, the DOT Enforcement Notices, and applicable DOT regulations; and
- (c) Whether Plaintiffs and the Class and Subclasses are entitled to damages, restitution, equitable, injunctive, compulsory, or other relief.

38. **Adequacy of Representation.** Plaintiffs will fairly and adequately protect the interests of the Class and Subclasses. Plaintiffs have retained counsel who are highly experienced in complex consumer class action litigation, and Plaintiffs intend to vigorously prosecute this action on behalf of the Class and Subclasses. Plaintiffs have no interests that are antagonistic to those of the Class or Subclasses.

39. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by members of the Class and Subclasses is relatively small compared to the burden and expense of individual litigation of their claims against Defendants. It would, thus, be virtually impossible for members of the Class and Subclasses, on an individual basis, to obtain effective redress for the wrongs committed against them. Furthermore, even if members of the Classes could afford such individualized litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and the court system from the issues raised by this action. By contrast, the class action device provides the benefits of adjudication of these issues in a single proceeding, economies of scale, and comprehensive supervision by a single court, and presents no unusual management difficulties under the circumstances.

40. In the alternative, the Class and Subclasses may also be certified because:

- (a) the prosecution of separate actions by individual members of the Class and Subclasses would create a risk of inconsistent or varying adjudication with respect to individual members of the Class and Subclasses that would establish incompatible standards of conduct for the Defendants;
- (b) the prosecution of separate actions by individual members of the Class and Subclasses would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other members of the Class and Subclasses not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and/or
- (c) Defendant has acted or refused to act on grounds generally applicable to the Class and Subclasses as a whole, thereby making appropriate final declaratory and/or injunctive relief with respect to the members of the Class as a whole.

CAUSES OF ACTION

COUNT I

Breach of Contract

41. Plaintiffs incorporate and realleges each preceding paragraph as though fully set forth herein.

42. Plaintiffs bring this claim on behalf of themselves and members of the Class and Subclasses.

43. Turkish Airlines entered into a contract, a self-imposed obligation, with Plaintiffs and members of the Class and Subclass through its Conditions of Carriage.

44. Turkish Airlines represents in its General Conditions of Carriage that “[i]f the Carrier cancels a flight . . . the amount to be refunded shall be: [i]f no portion of the Ticket has been used, an amount equal to the fair paid.”

45. The DOT also requires airlines to provide a “prompt refund” to passengers, which is defined as “being within 7 business days if a passenger paid by credit card, and within 20 days if a passenger paid by cash or check.” This provision was incorporated into Defendants’ Conditions of Carriage through Article 2.5.

46. Defendants breached their contract with Plaintiffs and members of the Class and Subclasses by retaining monies Plaintiffs and members of the Class and Subclasses paid for airfare tickets while not providing flight services. Defendants’ conduct violates its obligations under its Conditions of Carriage

47. Plaintiff and members of the Class have suffered damages through the payment of money for tickets while not receiving services in return, and by not being provided a refund for the amount of the fare to purchase tickets for flights cancelled by Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request, individually and on behalf of the alleged Class and Subclasses, that the Court enter judgment in their favor and against Defendants as follows:

- (a) An Order certifying the proposed Class and Subclasses and appointing Plaintiffs and their Counsel to represent the Class and Subclasses;
- (b) An Order requiring Defendants to immediately issue refunds to Plaintiffs and members of the Class and Subclasses for the cost of cancelled tickets, any cancellation fees, and consequential damages resulting therefrom;
- (c) An Order of disgorgement of wrongfully obtained profits;
- (d) An award of compensatory damages in an amount to be determined;
- (e) An award of reasonable attorneys' fees costs and litigation expenses, as allowable by law;
- (f) Interest on all amounts awarded, as allowed by law;
- (g) Rescission of contract; and
- (h) Such other and further relief as this Court may deem just and proper.

JURY TRIAL DEMANDED

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable as of right.

Dated: October 23, 2020

Respectfully submitted,

BURSOR & FISHER, P.A.

By: /s/ Joseph I. Marchese
Joseph I. Marchese

Joseph I. Marchese
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EXHIBIT A

TURKISH AIRLINES

GENERAL CONDITIONS OF CARRIAGE

ARTICLE 1

DEFINITIONS

“AGREED STOPPING POINTS”: Those places, excluding the points of departure and arrival, set forth in the ticket or shown in the Carrier's timetables as scheduled stopping places on the Passenger's route.

“AUTHORIZED AGENT”: A sales agent who has been appointed by the Carrier to represent the Carrier in the sale of air Passenger transportation services of the Carrier and, when authorized, this includes the services of other air carriers.

“BAGGAGE”: The clothes and personal effects belonging to a Passenger which are necessary for their trip. Unless otherwise specified, it includes both checked and Unchecked Baggage belonging to the Passenger.

“BAGGAGE COUPON”: The portion of the ticket which relates to the carriage of the Passenger's Checked Baggage.

“BAGGAGE IDENTIFICATION TAG”: A document issued by the Carrier for the identification of Checked Baggage.

“CARRIER”: Includes every Carrier issuing a ticket and each Carrier which carries or undertakes to carry the Passenger and/or their Baggage.

“CARRIER'S REGULATIONS”: Rules (other than these conditions) published by the Carrier and in effect on the date of ticket issue, governing carriage of Passengers and/or Baggage, including any applicable tariffs in force.

“CHECKED BAGGAGE”: Baggage of which the Carrier takes sole custody and for which the Carrier has issued a Baggage Coupon.

“CODESHARE FLIGHT”: A flight which may be operated by a Carrier other than whose identifying Carrier code is shown on Flight Tickets and operated by one or more carriers in agreement with the Carrier, and which is sold as if operated by the Carrier, using the Carrier's own flight codes and numbers. It should be noted that if a flight operated by one of the Carrier's codeshare partners is selected, then this operator's own contractual conditions may differ to these General Conditions of Carriage, particularly with regards to the provisions set out in Article 2.4 of these Conditions of Carriage.

“CONJUNCTION TICKET”: A Ticket issued to a Passenger in conjunction with another Ticket, which together constitute a single contract of carriage.

“CONVENTION”: Whichever of the following is applicable to the contract of Carriage:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw, October 12, 1929 (hereinafter referred to as the “Warsaw Convention”)

- The Warsaw Convention as amended at The Hague on September 28, 1955

- The Warsaw Convention as amended at The Hague in 1955 and by Additional Protocol No. 3 of Montreal, 1975

- The Warsaw Convention as amended at The Hague in 1975 and by Additional Protocol No. 4 of Montreal, 1975

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, dated May 28, 1999 (hereinafter referred to as the Montreal Convention)

“DAMAGES”: Death or bodily injury suffered by the Passenger as a result of an accident on the aircraft, or during any takeoff or landing procedure; loss, partial or complete destruction or any other damage caused to Baggage while in carriage or under the care of the Carrier; damages resulting from the delay of the Passenger or Baggage.

“DAYS”: The seven days of the week, including public holidays. For purposes of notification, the day upon which a notice is dispatched shall not be counted. For purposes of determining duration of validity, the day upon which a Ticket is issued or flight was operated shall not be counted.

“ELECTRONIC TICKET”: A travel plan/document, Electronic Coupons and a boarding pass, if appropriate, issued by or on behalf of the Carrier.

“ELECTRONIC COUPON”: An electronic Flight Coupon (or other valuable document) found on the Carrier's database.

“FORCE MAJEURE”: Unexpected conditions outside the control of the Carrier which result in unpreventable consequences despite all reasonable measures having been taken.

“FLIGHT COUPON”: The section of a Ticket issued in accordance with the Carrier's Regulations which bears the notation “Valid for carriage” and indicates the particular points between which the Passenger is entitled to be carried. The coupon will be in the form of a printed document or an electronic record in the Carrier's database indicating that the Passenger is to fly on a particular flight.

“ITINERARY RECEIPT”: A document containing the Passenger's name, flight details and any relevant notifications, issued by the Carrier or one of its Authorized Agents in accordance with the Carrier's Regulations, which is sent via email, fax, or any other means permitted by the Carrier's Regulations, and which must be retained by the Passenger for the duration of the flight and presented upon request.

“MILES&SMILES FREQUENT FLYER PROGRAM AND AWARDS”: The frequent flyer program run by the Carrier (to which it is the owner of all rights) and Award Tickets, Companion Tickets, Upgrades, and any other benefits issued by the Carrier under the rules of the program.

“MINIMUM CHECK-IN PERIOD”: The minimum period required for a Passenger to complete check-in procedures and be issued with a Boarding Pass.

“PASSENGER”: Any person, except members of the crew, carried or to be carried on an aircraft with the consent of Carrier, documented by a ticket issued by the Carrier.

“PASSENGER COUPON or PASSENGER RECEIPT”: The portion of the ticket issued by or on behalf of Carrier, which is so marked and which ultimately is to be retained by the Passenger.

“SDR”: Special Drawing Right, the composite unit of currency that is a basket of currencies comprising the euro, Japanese yen, British pound sterling, and US dollar and which is used as the official unit of exchange of the International Monetary Fund.

“SHY-PASSENGER RIGHTS”: “Regulations on the Rights of Airline Passengers,” issued by the Directorate General of Civil Aviation.

“STOPPING POINT”: An intended break in a journey between a Passenger's departure point and final destination, which has been previously agreed to by the Carrier.

“STOPOVER”: Pursuant to the Carrier's Regulations and government regulations, breaks in the journey lasting 24 hours or more which the Passenger is able to schedule at points between the point of departure and their final arrival destination.

“TARIFFS”: Fees in addition to the cost of a flight which conform to application rules, which have been approved by an institution.

“TICKET”: A Passenger Ticket and Baggage Check document or Electronic Ticket issued by the Carrier or one of the Carrier's Authorized Agents which contains the Conditions of Carriage, warnings, and the Flight and Passenger Coupons.

“UNCHECKED BAGGAGE”: Any Baggage belonging to a Passenger other than Checked Baggage.

ARTICLE 2

SCOPE

2. 1 GENERAL

2.1.1 Except as stipulated in subparagraphs 2.2-2.5 of this article, these Conditions of Carriage apply to all carriage by air of Passengers and Baggage, performed by the Carrier in exchange for a fee.

2.1.2 These conditions also apply to free and reduced-fare carriage, except to the extent that the Carrier has stipulated otherwise in its Regulations or in the relevant contracts, passes, or Tickets.

2.2 CARRIAGE TO/FROM CANADA AND THE UNITED STATES

2.2.1 CARRIAGE TO/FROM CANADA: These conditions apply to carriage between points in Canada or between a point in Canada and any place outside thereof, only to the extent they are incorporated in tariffs in force in Canada.

2.2.2 CARRIAGE TO/FROM THE UNITED STATES: These conditions do not apply to air transportation as defined in the US Federal Aviation Act of 1958.

2.3 PRIVATE PASSENGER AIRCRAFT CHARTER (CHARTERS)

If carriage is provided within the scope of a Private Passenger Aircraft Charter (“Charter”) agreement, the conditions in the Private Passenger Aircraft Charter agreement shall take precedence over the provisions of these Conditions of Carriage. In case of carriage of Baggage, unless otherwise stated by the Private Passenger Aircraft Charter agreement, the general conditions of Baggage carriage applied on scheduled flights shall apply.

2.4 CODESHARE FLIGHTS

In case a flight being operated by one of the Carrier's codeshare partners is chosen, the flight may be operated by a carrier other than the Carrier which issued the ticket. If the flight is operated by another carrier, the conditions related to the operation of that flight will be applied on the basis of that carrier's service conditions, and if any differences arise between operating carrier's service

conditions and these Conditions of Carriage, the operating carrier's service conditions will take precedence. All operating Carrier's service conditions can be found on the "Codeshare Agreements" page, or the related operating carrier's own website. In particular, aspects of service provision such as minimum check-in period, unaccompanied minors, Passengers requiring medical assistance, pregnant Passengers, boarding the flight, carriage of animals, refusal of admission onboard, provision of oxygen tanks onboard, irregular operations, denied boarding compensation, Baggage collection, free Baggage allowance, and limits of liability in relation to lost Baggage should be carefully examined and must be adhered to.

In cases where a reservation includes flights that are operated by one or more carriers, the operating carrier will be announced at the time of reservation. If the operating carrier is unknown at the time the reservation is made, or if a change occurs after the reservation is being made, the operating Carrier will be announced to the Passenger at the latest of when the operating carrier is confirmed. Regarding reservations made through channels which are not under direct control of the Carrier (e.g. travel agencies and websites other than the Carrier's own website), the travel agents and website operators that executed the agreement with the Passenger are liable under Articles 2.3. and 11 of Regulation (EC) no. 2111/2005 to inform the Passengers of the identity of the operating Carrier, and of any change in operating Carrier. The Passenger shall provide the correct contact details at the time of reservation for making such notifications possible.

2.5 OVERRIDING LAW

In case any provision contained or referred to herein is contrary to anything contained in the applicable convention, and any applicable laws, government regulations, orders, or requirements that cannot be waived by agreement of the parties, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision.

2.6 PRECEDENCE OF CONDITIONS OF CARRIAGE OVER CARRIER REGULATIONS

Except stipulated otherwise herein, in the event of inconsistency between these Conditions and the Carrier's Regulations, these Conditions shall prevail, except where tariffs in force in the United States or Canada apply, in which case those tariffs shall prevail.

2.7 TURKEY'S DOMESTIC CARRIAGE RULES

As an exception to the provisions of Article 2.6, exclusively for domestic flights within Turkey, the conditions of domestic carriage specified on the Passenger Ticket or stipulated in the Carrier's Regulations shall prevail over the Conditions of Carriage herein. The Conditions of Carriage herein shall also apply to domestic flights in Turkey unless contrary to the conditions and regulations relating to this domestic carriage.

ARTICLE 3

TICKETS

3.1 TICKET AS EVIDENCE OF CONTRACT

3.1.1 A Ticket constitutes evidence of the contract of carriage between the Carrier and the Passenger named on the ticket. The conditions of contract on the ticket are a summary of some of the provisions of these Conditions of Carriage.

3.1.2 PRESENTATION OF TICKET: A person shall not be entitled to be carried on a flight unless that person presents a valid ticket duly issued in accordance with the Carrier's Regulations, and which

contains the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon; or in the case of electronic reservation, a valid ITINERARY RECEIPT recorded in the reservation database. Furthermore, a Passenger shall not be entitled to carriage if the Ticket presented is torn or if it has been altered in any way other than by the Carrier or its Authorized Agent.

3.1.3 LOSS OR DAMAGE OF TICKET: In case of loss of or Damage to a Ticket, or part thereof, or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, the issuing Carrier may, at the Passenger's request and subject to the Carrier's Regulations, replace said Ticket or part thereof by issuing a new Ticket on receipt of evidence satisfactory to the Carrier that a Ticket valid for the flights in question was duly issued originally.

3.1.4 NON-TRANSFERABILITY OF TICKET: A Ticket is not transferable. If a Ticket is presented by someone other than the person entitled to be carried thereunder or for a refund in connection therewith, the Carrier shall not be liable to the person named on the Ticket, if, in good faith, it provides carriage or issues a refund to the person presenting the Ticket.

3.1.5 NON-REFUNDABLE TICKETS: This may include restrictions on various reservation alterations and non-refundability of discounted tickets. The refund and change rules which apply to these tickets can be found in the Ticket's fare regulations.

3.2 PERIOD OF VALIDITY

A Ticket is valid for carriage for one year from the date of commencement of travel or if no portion of the Ticket is used, from the date of issue thereof, except as otherwise stated on the ticket, in these Conditions of Carriage, or in the Carrier's Regulations.

3.2.1. EXTENSION OF VALIDITY

3.2.1.1 If a Passenger is prevented from traveling within the period of validity of the Ticket because the Carrier:

3.2.1.1 (a) Cancels the flight on which the Passenger holds a reservation; or

3.2.1.1 (b) Omits a scheduled stop, being the Passenger's place of departure, place of destination, or a Stopover; or

3.2.1.1 (c) Fails to operate a scheduled flight; or

3.2.1.1 (d) Causes the Passenger to miss a connection; or

3.2.1.1 (e) Substitutes a different class of service; or

3.2.1.1 (f) Is unable to provide a previously confirmed space; the validity of such Passenger's Ticket will be extended until the Carrier's first flight on which space is available in the class of service for which the fare has been paid.

3.2.1.2 When a Passenger holding a Ticket is prevented from traveling within the period of validity of the Ticket because at the time said Passenger requested reservations the Carrier was unable to provide space on the flight, the validity of such Passenger's ticket will be extended in accordance with the Carrier's Regulations.

3.2.1.3 When a Passenger, after having commenced his or her journey, is prevented from traveling within the period of validity of the ticket by reason of illness, the Carrier will extend (provided such extension is not precluded by the Carrier's Regulations applicable to the fare paid by the Passenger) the period of validity of said Passenger's Ticket until the date when the Passenger becomes fit to travel, supported by a medical certificate, or until the Carrier's first flight after such date from the point where journey is resumed on which space is available in the class of service for which the fare

has been paid. When the Flight Coupons remaining in the ticket involve one or more Stopovers, the validity of such ticket, subject to the Carrier's Regulations, will be extended for not more than three months from the date shown on such certificate. In such circumstances, the Carrier will also extend the period of validity of tickets of other members of the Passenger's immediate family accompanying said incapacitated Passenger.

3.2.1.4 In the event of death of a Passenger en route, the Tickets of the persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family accompanying the Passenger may also be modified. Any such modification shall be made upon receipt of a proper death certificate and any such extension of validity shall be for a period of no longer than 45 days from the date of death.

3.3 FLIGHT COUPON SEQUENCE

3.3.1 The Carrier will honor Flight Coupons only in sequence from the point of departure as shown on the ticket.

3.3.2 The Ticket may not be valid and the Carrier may not honor the Passenger's Ticket if the first Flight Coupon for international travel has not been used and the Passenger commences his or her journey at any Stopover or Agreed Stopping Point.

3.3.3. Each Flight Coupon will be accepted for carriage in the class of service specified therein on the date and flight for which carriage has been reserved. When Flight Coupons are issued without a reservation being specified thereon, space will be reserved upon application subject to the conditions of the relevant fare and the availability of space on the flight applied for being met.

3.4 NAME AND ADDRESS OF CARRIER

The Carrier's title (name) may be abbreviated on the Ticket. The Carrier's address shall be deemed to be the airport of departure shown opposite the first abbreviation of the Carrier's name in the "Carrier" box on the ticket.

ARTICLE 4

STOPOVER POINTS

Stopovers may be permitted at Agreed Stopping Point subject to government requirements and the Carrier's Regulations.

ARTICLE 5

FARES AND CHARGES

5.1 GENERAL

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports and town terminals, unless provided by the Carrier without additional charge.

5.2 APPLICABLE FARES

Applicable fares are those published by or on behalf of the Carrier, or, if not so published, announced in accordance with the Carrier's Regulations. The applicable fare is the fare for the flight or flights in

effect on the date of commencement of the carriage covered by the first Flight Coupon on the Ticket. When the amount collected is not equal to the applicable fare, the difference shall be paid by the Passenger, or, as the case may be, refunded by the Carrier, in accordance with the Carrier's Regulations.

5.3 ROUTES

Unless otherwise stipulated in the Carrier's Regulations, fares apply only to routes published in connection therewith. If there is more than one route on the same fare, the Passenger may specify the route prior to the Ticket being issued. If no route is specified, the Carrier may determine the route.

5.4 TAXES AND CHARGES

Any tax or charge imposed by the government or other authority, or by the operator of an airport, with respect to a Passenger, or the use by a Passenger of any services or facilities, will be in addition to the published fares and charges and shall be payable by the Passenger, except if otherwise indicated in the Carrier's Regulations.

5.5 CURRENCY

Fares and charges are payable in any currency accepted by the Carrier. When payment is made in a currency other than in which the fare is published, such payment will be made at the rate of exchange established in accordance with the Carrier's Regulations.

ARTICLE 6

RESERVATIONS

6.1 RESERVATION REQUIREMENTS

6.1.1 Reservations are not confirmed until recorded as "accepted" by the Carrier or its Authorized Agent.

6.1.2 As stipulated in the Carrier's Regulations, certain fares may have conditions which limit or exclude the Passenger's right to change or cancel reservations.

6.2 TICKETING TIME LIMITS

If the Passenger does not make payment for the Ticket within the Ticketing Period (or does not complete a ticket purchase using credit with the Carrier), the Carrier may cancel the reservation.

6.3 PERSONAL DATA

The Passenger recognizes that personal data has been given to the Carrier for the purpose of making a reservation for carriage and for obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government agencies. For these purposes, the Passenger authorizes the Carrier to retain such data and to transmit it to its own offices, other Carriers, or the providers of such services, in whatever country they may be located.

6.4 SEATING

The Carrier does not guarantee to provide any particular seat on the aircraft and the Passenger agrees to accept any seat that may be allotted on the flight in the class of service for which the ticket

has been issued. The Carrier reserves the right to change the seat of a Passenger before or during the flight for safety or operational reasons.

6.5 NON-USE OF RESERVED SPACE

A service charge, in accordance with the Carrier's Regulations, may be payable by a Passenger who fails to use space for which a reservation has been made.

6.6 CONFIRMATION OF RESERVATION

Onward or return reservations may be subject to the requirement to confirm the reservation in accordance with and within time limits specified in the Carrier's Regulations. Failure to comply with any such requirement may result in cancellation of any onward or return reservations.

6.7 CANCELLATION OF ONWARD RESERVATIONS MADE BY THE CARRIER

If a Passenger does not use a reservation and fails to advise the Carrier, the Carrier may cancel or request the cancellation of any onward or return reservations.

ARTICLE 7

CHECK-IN

The Passenger shall arrive at the Carrier's check-in location and boarding gate sufficiently in advance of the flight departure time to allow completion of any governmental formalities and check-in procedures, and, in any event, must have arrived at check-in counters, completed check-in, and obtained their boarding pass within the minimum check-in period indicated by the Carrier. If the Passenger fails to arrive at the check-in counter, complete check-in, and obtain their boarding pass within the minimum check-in period or arrives without the proper documentation or is not ready to travel, the Carrier may cancel the space reserved for the Passenger and will not delay the flight. The Carrier is not liable to the Passenger for loss or expense due to the Passenger's failure to comply with the provisions of this article.

ARTICLE 8

REFUSAL AND LIMITATION OF CARRIAGE

8.1 RIGHT TO REFUSE CARRIAGE

At their discretion, the Carrier has the right to refuse a Passenger entry onto the aircraft, if the Passenger has previously violated articles 8 or 12 on a previous flight or if an unexpected circumstance has arisen which may warrant refusal of entry onto the aircraft. In such case, the Carrier will not sell a Ticket to said Passenger. If, contrary to the decision to prohibit their travel, the Passenger somehow purchases a ticket and is permitted to board the aircraft, as long as the Ticket is valid and was issued in accordance with the Carrier's Regulations, said Passenger will only be refunded the cost of the Ticket. The Passenger will not be entitled to any other compensation.

In addition to this, the Carrier may refuse carriage of any Passenger or Passenger's Baggage for reasons of safety or if, in the exercise of its reasonable discretion, the Carrier determines that:

8.1.1 Such action is necessary in order to comply with any applicable laws, regulations, or orders of any state or country to be flown from, into, or over; or

8.1.2 The conduct, age, mental or physical state of the Passenger, or the effect of alcohol or drugs on the Passenger is such that:

8.1.2.1 The Passenger will require special assistance from the Carrier; or

8.1.2.2 The Passenger will cause discomfort to themselves, make himself or herself objectionable to other Passengers, or disrupt the flight cabin; or

8.1.2.3 Flying will involve any hazard or risk to the Passenger or to other persons or property; or

8.1.2.4 The Passenger abuses, threatens, or directs profanities at flight crew or ground staff while boarding or before boarding the aircraft, or in the cabin before takeoff; or

8.1.2.5 The Passenger contravenes the provisions of article 12 or ignores the instructions of the flight crew.

8.1.3 Such action is necessary because the Passenger has failed to observe the instructions of the Carrier, has failed to observe the instructions of the Carrier on a previous flight, or if a situation or other reason leads to the belief that they are likely to fail to observe the instructions of the Carrier; or

8.1.4 The Passenger has refused to submit to a security check; or

8.1.5 The applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between the Carrier and the Passenger (or the person paying for the Ticket) have not been complied with; or

8.1.6.1 The Passenger does not appear to have proper documentation; or

8.1.6.2 The Passenger may seek to enter a country through which they are in transit; or

8.1.6.3 The Passenger may destroy their documentation during flight; or

8.1.6.4 The Passenger will not surrender travel documents to be held by the flight crew (in exchange for a receipt) when so requested by the Carrier.

8.1.7 The Ticket presented by the Passenger:

8.1.7.1 Has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its Authorized Agent; or

8.1.7.2 Has been reported as being lost or stolen; or

8.1.7.3 Is a counterfeit Ticket; or

8.1.7.4 Any Flight Coupon has been altered by someone other than the Carrier or its Authorized Agent, or has been damaged (the Carrier reserves the right to retain such Ticket).

8.1.8 The person presenting the Ticket cannot prove that they are the person named in the 'Name of Passenger' box (the Carrier reserves the right to retain such Ticket); or

8.1.9 The award Ticket presented by the Passenger has been issued in contravention of Miles&Smiles program rules.

8.2 LIMITATION ON CARRIAGE

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, or persons with illness may be subject to prior arrangements with the Carrier, in accordance with the Carrier's Regulations.

While carrying such Passenger, any deterioration in the sanitary condition of said Passenger shall not be the liability of the Carrier.

ARTICLE 9

BAGGAGE

9.1 ITEMS UNACCEPTABLE AS BAGGAGE

9.1.1 The Passenger Baggage shall not include the following:

9.1.1.1 Items which do not constitute Baggage as defined in Article 1.1.;

9.1.1.2 Items which are likely to endanger the aircraft, or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instruction for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations, and in the Carrier's Regulations (further information is available from the Carrier upon request);

9.1.1.3 Items which carriage of is prohibited by applicable laws, regulations, or orders of any state to be flown from, to, or over;

9.1.1.4 Items which, in the opinion of the Carrier, are unsuitable for carriage by reason of their weight, size, or nature, such as fragile or perishable items;

9.1.1.5 Live animals, except under conditions as stipulated in Article 9.10,

9.1.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage in accordance with the Carrier's Regulations. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 9.1.1.2.

9.1.3 The Passenger shall not include fragile or perishable items in Checked Baggage, such as electronic equipment, money, jewelry, precious metals, silverware, negotiable papers, securities, or other valuables, business documents, passports or other identification documents, or samples.

9.1.4 Weapons such as antique firearms, swords, knives, and similar items may be accepted as Checked Baggage, in accordance with the Carrier's Regulations, but will not be permitted in the cabin.

9.1.5 If any items referred to in Article 9.1 are carried, whether or not they are prohibited from carriage as Baggage, the carriage thereof shall be subject to charges, limitations of liability, and other provisions of these Conditions of Carriage applicable to the carriage of Baggage.

9.2 RIGHT TO REFUSE CARRIAGE

9.2.1 The Carrier may refuse to carry as Baggage of such items described in 9.1 which are prohibited from carriage as Baggage, and may refuse further carriage of any such items on discovery thereof.

9.2.2 The Carrier may refuse to carry as Baggage any item because of its size, shape, weight, or nature.

9.2.3 Where advance arrangements for its carriage have not been made with the Carrier, the Carrier may carry Baggage which is in excess of the applicable free allowance on later flights.

9.2.4 The Carrier may refuse to accept Baggage as Checked Baggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.

9.3 RIGHT OF SEARCH

For reasons of safety and security, the Carrier may request the Passenger to permit a search to be made of his or her person and his or her Baggage, and the Passenger's Baggage may be searched in their absence if the Passenger is not available, for the purpose of determining whether they are in possession of or whether their Baggage contains any items described in 9.1.1 or any arms or munitions which have not been presented to the Carrier in accordance with 9.1.2. If the Passenger is unwilling to comply with such request, the Carrier may refuse to carry the Passenger or Baggage.

9.4 CHECKED BAGGAGE

9.4.1 Upon delivery of Baggage to be checked to the Carrier, the Carrier shall take custody thereof and issue a Baggage Identification Tag for each piece of Checked Baggage.

9.4.2 If Baggage has no name, initials, or other personal identification, the Passenger shall affix such identification to the Baggage prior to acceptance.

9.4.3 Checked Baggage will be carried on the same aircraft as the Passenger unless the Carrier decides that this is impractical, in which case the Carrier will carry the Checked Baggage on the Carrier's next flight on which space is available.

9.5 FREE BAGGAGE ALLOWANCE

Passengers may carry Baggage free of charge as specified and subject to the conditions and limitations in the Carrier's Regulations. For codeshare flights, the operating Carrier's Baggage rules shall be consulted via their website, as these rules may differ from the rules in these Conditions of Carriage.

9.6 EXCESS BAGGAGE

The Passenger shall pay a charge for the carriage of Baggage in excess of the Free Baggage Allowance at the rate and in the manner stipulated in the Carrier's Regulations. The Carrier may refuse to carry extra Baggage which exceeds the Free Baggage Allowance and/or has not been paid for.

9.7 EXCESS VALUE DECLARATION AND CHARGE

9.7.1 If, in accordance with the Carrier's Regulations, the Carrier offers an excess valuation facility, a Passenger may Declare a Value for Checked Baggage in excess of the applicable liability limits. If the Passenger makes such a declaration, the Passenger shall pay any applicable charges.

9.7.2 The Carrier will refuse to accept an Excess Value Declaration on Checked Baggage when a portion of carriage is to be provided by another Carrier which does not offer the facility.

9.8 UNCHECKED BAGGAGE (HAND BAGGAGE/CABIN BAGGAGE)

9.8.1 Unchecked Baggage (hand Baggage/cabin Baggage) is Baggage carried into the cabin by the Passenger and for which the Passenger has full responsibility. This Baggage must fit under the seat in front of the Passenger or in an overhead storage compartment in the cabin. Items determined by the Carrier to be of excessive weight or size will not be permitted in the cabin.

9.8.2 Objects not suitable for transport in the cargo compartment (such as delicate musical instruments) will only be accepted for transportation in the cabin compartment if due notice has

been given in advance and permission has been granted by the Carrier. The transport of such objects may be charged for separately.

9.9 COLLECTION AND DELIVERY OF BAGGAGE

9.9.1 The Passenger shall collect his or her Baggage as soon as it is available for collection at points of Destination or Stopover.

9.9.2. Only the bearer of the Baggage Coupon and Baggage Identification Tag, delivered to the Passenger at the time the Baggage is checked, is entitled to claim the Baggage. Failure to exhibit the Baggage Identification Tag shall not prevent claim, provided the Baggage Coupon is produced and the Baggage is identified by other means.

9.9.3 If the person claiming the Baggage is unable to produce the Baggage Coupon and identify the Baggage by means of a Baggage Identification Tag, the Carrier will deliver the Baggage to such person only on condition that they establish to the Carrier's satisfaction their right thereto, and, if required by the Carrier, such person shall provide an adequate guarantee to indemnify the Carrier of any loss, Damage, or expense which may be incurred by the Carrier as a result of such delivery.

9.9.4 Acceptance of Baggage by the bearer of the Baggage Coupon without raising complaint at the time of delivery is evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage.

9.10 ANIMALS

9.10.1 Animals such as dogs and cats, when properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit will, with the advance agreement of the Carrier, be accepted for carriage, subject to the Carrier's Regulations. In order for a Passenger to carry a live animal in the cabin or in the aircraft's hold, this reservation must have been made at least six hours before the flight is scheduled to take off. If no previous reservation has been made for the live animal, it may only be accepted on the flight pending the approval of the authorized officer at the departure point, and depending on the related flight's capacity.

9.10.2 If accepted as Baggage, the animal, together with its container and food carried, shall not be included in the Free Baggage Allowance of the Passenger, but constitute excess Baggage, for which the Passenger shall pay the applicable rate.

9.10.3 Guide dogs accompanying visually/hearing impaired Passengers, together with containers and food, will be carried free of charge in addition to the normal Free Baggage Allowance, subject to the Carrier's Regulations.

9.10.4 Acceptance for carriage of animals is subject to the condition that the Passenger assumes full responsibility for said animal. The Carrier shall not be liable for injury to or loss, delay, sickness, or death of such animal in the event that it is refused entry into or passage through any country, state, or territory.

ARTICLE 10

SCHEDULES, CANCELLATION OF FLIGHT

10.1 SCHEDULES

The Carrier undertakes to make its best efforts to carry the Passenger and his or her Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel.

10.2 CANCELLATIONS, CHANGES, ETC. TO SCHEDULED FLIGHTS

If, due to circumstances beyond its control, the Carrier cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a Passenger's Stopover or destination point, or causes the Passenger to miss a connecting flight for which the Passenger holds a reservation, the Carrier shall either:

10.2.1 Carry the Passenger on another of its scheduled Passenger services on which space is available; or

10.2.2 Reroute the Passenger to the destination indicated on the Ticket or applicable portion thereof by its own or another Carrier's scheduled service, or by means of ground 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 thereof, the Carrier shall request no additional fare or charge from the Passenger, and shall refund the difference if the fares and charges for the revised routing are lower; or

10.2.3 Issue a refund accordance with the provisions of Article 11 and shall be under no further liability to the Passenger.

10.3 The Carrier shall not be held responsible for compensating Passengers who are denied boarding.

10.4 Except in cases where its acts or omissions are made with intent to cause Damage or recklessly and with knowledge that Damage would probably result, the Carrier shall not be liable for errors or omissions in timetables or other published schedules, or for representations made by employees, agents, or representatives of the Carrier as to the dates or times of departures or arrivals, or as to the operation any flight.

ARTICLE 11

REFUNDS

11.1 GENERAL

Upon failure by the Carrier to provide carriage in accordance with the contract of carriage, or where a Passenger requests a voluntary change of his or her arrangements, refund for an unused Ticket or portion thereof shall be issued by the Carrier in accordance with this article and the Carrier's Regulations.

11.2 PERSON TO WHOM A REFUND WILL BE ISSUED

11.2.1 Except for in the cases indicated by the provisions in this article below, the Carrier shall be entitled to issue a refund either to the person named on the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory evidence.

11.2.2 If a Ticket has been paid for by a person other than the Passenger named on the Ticket, and the Carrier has indicated on the Ticket that there is a restriction on refunds, the Carrier shall issue a refund only to the person paying for the Ticket or upon that person's order.

11.2.3 Except in the case of lost Tickets, refunds will only be issued upon surrender to Carrier of the Passenger Coupon or Passenger Receipt, and the surrender of all unused Flight Coupons.

11.2.4 A refund issued to anyone presenting the Passenger Coupon or Passenger Receipt and all unused Flight Coupons and presenting themselves as a person to whom a refund may be issued in accordance with 11.2.1 or 11.2.2 shall be deemed a proper refund and shall discharge the Carrier from liability and any further claim or refund.

11.3 INVOLUNTARY REFUNDS

If the Carrier cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at a point at which the Passenger is ticketed to Stopover or is their destination, is unable to provide previously confirmed space, or causes the Passenger to miss a connecting flight for which the Passenger holds a reservation, the amount to be refunded shall be:

11.3.1 If no portion of the Ticket has been used, an amount equal to the fare paid;

11.3.2 If a portion of the Ticket has been used, the refund will be the higher of either:

11.3.2.1 The one way fare (less applicable discounts and charges) from the point of interruption to the destination or point of next Stopover; or

11.3.2.2 The difference between the paid Ticket fare and the fare for the transportation used.

11.4. VOLUNTARY REFUNDS

If the Passenger requests a refund of their ticket for reasons other than those set out in the paragraphs of this article, the amount of the refund shall be:

11.4.1 If no portion of the Ticket has been used, an amount equal to the fare paid, less any applicable service charges or cancellation fees;

11.4.2 If a portion of the Ticket has been used, the refund will be at 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 applicable service charges or cancellation fees.

11.5 REFUNDS FOR LOST TICKETS

11.5.1 If a Ticket or a portion thereof is lost, a refund will be made on proof of loss satisfactory to the Carrier and upon payment of any applicable service charge, on condition that:

11.5.1.1 The lost Ticket, or portion thereof, has not been used, previously refunded, or replaced;

11.5.1.2 The person to whom the refund is made undertakes, in such form as may be prescribed by the Carrier, to repay to the Carrier the amount refunded in the event and to the extent that the lost ticket or portion thereof is used by any person or that refund thereof is made to any person in possession of the ticket.

11.6 RIGHT TO REFUSE REFUND

11.6.1 After the validity of the Ticket expires, the Carrier may refuse to issue a refund when application therefor is made later than the time stipulated in the Carrier's Regulations.

11.6.2 The Carrier may refuse to issue a refund for a Ticket which has been presented to the Carrier or to government officials of a country as evidence of intention to depart therefrom, unless the Passenger establishes to the Carrier's satisfaction that they have permission to remain in the country or that he or she will depart therefrom by another Carrier or another means of transport.

11.7 CURRENCY

All refunds will be subject to governmental laws, rules and regulations, or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being issued.

Subject to the above provisions, refunds will normally be made in the currency in which the Ticket was paid for, but may be made in another currency in accordance with the Carrier's Regulations.

11.8 THOSE AUTHORIZED TO ISSUE REFUNDS

Voluntary refunds will be issued only by the Carrier which originally issued the ticket or by its Agent, if so authorized.

ARTICLE 12

CONDUCT ABOARD AIRCRAFT

12.1 If the Passenger conducts themselves aboard the aircraft in such a way as to endanger the aircraft or any person or property onboard, obstructs the crew in the performance of their duties, fails to comply with any instruction of the crew, or behaves in a manner to which other Passengers may reasonably object, the Carrier may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the Passenger or removing them from the flight.

12.2 The Passenger must adhere to the announcements made onboard with regards to the use of portable radios, radio-controlled toys, walkie-talkies, mobile phones, laptop computers, tablet computers, PDAs, and CD, DVD, and MP3 players. The Passenger shall not operate any other devices on board without the Carrier's permission, with the exception of hearing aids and heart pacemakers which may be used.

12.3 The Passenger must remain seated with their seatbelt fastened as long as the "fasten seatbelt" sign is lit. Passengers are obliged to comply with the instructions of cabin crew and officers in this regard.

ARTICLE 13

ARRANGEMENTS OFFERED BY THE CARRIER

If in the course of concluding the contract of carriage by air the Carrier also agrees to make arrangements for the provision of additional services, the Carrier shall have no liability to the Passenger except for negligence on its part in making such arrangements.

ARTICLE 14

ADMINISTRATIVE FORMALITIES

14.1 GENERAL

The Passenger shall be solely responsible for complying with all laws regulations, orders, demands, and travel requirements of countries to be flown from, into, or over, and with the Carrier's Regulations and instructions. The Carrier shall not be liable for any aid or information given by any Agent or employee of the Carrier to any Passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise; or for the consequences to any Passenger resulting from their failure to obtain such documents or visas, or to comply with such laws, regulations, orders, demands, requirements, rules, or instructions.

14.2 TRAVEL DOCUMENTS

The Passenger shall present all exit, entry, health, and other documents required by laws, regulations, orders, demands, or requirements of the countries concerned and permit the Carrier to take and retain copies thereof. The Carrier reserves the right to refuse carriage of any Passenger who has not complied with applicable laws, regulations, orders, demands, or requirements, or whose documents do not appear to be in order, or who does not permit the Carrier to take and retain copies thereof.

14.3 REFUSAL OF ENTRY

The Passenger agrees to pay the applicable fare whenever the Carrier, upon government order, is required to return a Passenger to his or her point of origin or elsewhere, owing to the Passenger's inadmissibility into a country, whether it is in transit or their destination. The Carrier may utilize any funds paid to the Carrier for unused carriage, or any funds of the Passenger in the possession of Carrier in the payment of such fare. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by the Carrier.

14.4 RESPONSIBILITY OF PASSENGER FOR FINES, DETENTION COSTS, ETC.

If the Carrier is required to pay or deposit any fine or penalty, or is to incur any expense due to the Passenger's failure to comply with laws, regulations, orders, demands, and travel requirements of the countries concerned or to produce the required documents, the Passenger shall, upon demand, reimburse the Carrier for any amount so paid or deposited and any expenditure so incurred. The Carrier may utilize any funds paid to Carrier for unused carriage, or any funds of the Passenger in the possession of Carrier towards such expenditure.

14.5 CUSTOMS INSPECTION

If required, the Passenger shall attend inspection of his or her Baggage, Checked or Unchecked, by customs or other government officials. The Carrier is not liable to the Passenger for any loss or Damage suffered by the Passenger through failure to comply with this requirement.

14.6 SECURITY INSPECTION

The Passenger shall submit to any security checks conducted by government or airport officials or by the Carrier.

ARTICLE 15

SUCCESSIVE CARRIERS

Carriage to be performed by several successive Carriers under one Ticket, or under a Ticket and any Conjunction Ticket issued in connection therewith, is regarded as a single instance of carriage.

ARTICLE 16

LIABILITY FOR DAMAGE

16.1 Carriage hereunder is subject to the rules and limitations relating to liability established by the "Convention" unless said carriage is not international carriage to which the Convention applies.

16.2 In carriage which is not international carriage to which the Convention applies:

16.2.1 To the extent that Turkish legislation is applicable, the liability of the Carrier is subject to the provision of Turkish Civil Aviation Act no. 2920.

16.2.2 The Carrier shall be liable for Damage to a Passenger or their checked Baggage only if such Damage has been caused by negligence on the part of the Carrier. If there has been contributory negligence on the part of the Passenger, the Carrier's liability shall be subject to the applicable law relating to contributory negligence.

16.2.3 Except in the case of acts or omissions carried out with intent to cause Damage or recklessly and with knowledge that Damage would probably result:

16.2.3.1 The liability of the Carrier with respect to each Passenger for death or bodily injury shall be limited to the liability sum mentioned in the Convention which applies to the flight. However, if there is a different limit of liability under the regulation, that limit of liability shall be applied.

16.2.3.2 With respect to delays, the Carrier shall be under no liability except as stipulated in these Conditions of Carriage.

16.3 As long as not in contravention of the above and whether or not the Convention applies:

16.3.1 The Carrier is liable only for Damage occurring on its own flights. A carrier issuing a Ticket or checking Baggage on the flights of another carrier does so only as agent for said other carrier. Nevertheless, with respect to Checked Baggage, the Passenger shall also have the right to take action against the first or last carrier;

16.3.2 The Carrier is not liable for Damage to Unchecked Baggage unless such Damage is caused by negligence on the part of the Carrier. If there has been contributory negligence on the part of the Passenger, the Carrier's liability shall be subject to the applicable law relating to contributory negligence;

16.3.3 The Carrier is not liable for any Damage arising from its compliance with any laws or government regulations, orders, or requirements, or from failure of the Passenger to comply with the same;

16.3.4 Except in the case of acts or omissions carried out with intent to cause Damage or recklessly and with knowledge that Damage would probably result, the liability of the Carrier in the case of Damage to Checked Baggage shall be limited to:

a) If the flight is subject to the rules of the Warsaw Convention as amended by The Hague Protocol: 250 Poincare Francs per kilogram of Checked Baggage and up to 5,000 Poincare Francs per Passenger for Unchecked Baggage (in most countries' legislation, 250 Poincare Francs equate to \$20 (USD) and 5,000 Poincare Francs equate to \$400 (USD), or the equivalent in the local currency);

b) If the flight is subject to the Montreal Convention: SDR 1,131 per Passenger for lost or damaged Checked Baggage.

If alternative limits of liability are present in the law, these alternative limits will apply. If the Baggage weight is not recorded on the Baggage Coupon, it is accepted that the total weight of Checked Baggage will not exceed the Free Baggage Allowance prescribed in the Carrier's Regulations for the related service class. If, in accordance with provision 9.7, an Excess Value Notification has been made for the Checked Baggage, the Carrier is liable to pay the amount to cover the value stated in the notification.

16.3.5 The Carrier's liability shall not exceed the amount of proven Damage. The Carrier shall furthermore not be liable for indirect or consequential Damages;

16.3.6 The Carrier is not liable for injury to a Passenger or for Damage to a Passenger's Baggage caused by property contained in said Passenger's Baggage. Any Passenger whose property causes injury to another person or Damage to another person's property or to the property of the Carrier shall indemnify the Carrier for all losses and expenses incurred by the Carrier as a result thereof;

16.3.7 The Carrier is not liable for Damage to fragile or perishable items, electronic equipment, money, jewelry, precious metals, silverware, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples, which are included in the Passenger's Checked Baggage. Once the Baggage is checked and accepted by the Carrier for a flight to and from any destinations in the United States, limitations in this article shall not apply. However, all of the flights will remain subject to the Carrier's limit of liability as stipulated in the applicable laws.

16.3.8 If a Passenger is carried whose age or mental or physical condition is such as to present any hazard or risk to himself or herself, the Carrier shall not be liable for any illness, injury, or disability, including death, attributable to such condition or for the aggravation of such condition.

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

16.4 Unless expressly stipulated otherwise, nothing herein contained shall waive any exclusion or limitation of liability of the Carrier under the Convention or applicable laws.

16.5 SPECIAL AGREEMENT

16.5.1. GENERAL

The Carrier shall avail itself of the limitation of liability stipulated in the Convention for the Unification of Certain Rules Relating to International Transportation by Air signed in Warsaw on October 12, 1929, by the amendment protocol signed in The Hague, and in the Montreal Convention. However, Turkish Airlines (which is a party to the IATA Inter-carrier Agreement (IIA) and/or Measures to Implement IATA Inter-carrier Agreement (MIA) in accordance with Article 22(1) of the Convention and/or applies EEC Council Regulation 2027/97), shall not invoke the limitation of liability under Article 20 (1) and shall not avail itself of defense under Article 20(1) of the Convention with respect to such portion of claim which does not exceed SDR 113,100 for carriage performed by itself and for all international carriage to which the Warsaw Convention applies.

Turkish Airlines shall accept the liability regime stated in this article only for the carriage performed on behalf of itself or by itself, and does not impose any liability on another carrier which performed part of the carriage, nor incur any liability for the part of the carriage performed by another carrier.

The liability regime of Turkish Airlines applicable to the Passenger under IIA and MIA and ECC Regulation 2027/97 is stated below. The above-mentioned instruments will form the basis for resolution of any and all conflicts between the rules stated below, their interpretation or their application.

16.5.2 LIABILITY OF CARRIER

A. In case the Passenger suffers death or bodily injury, the Carrier shall not avail itself of any defense that it has taken all necessary measures to avoid the Damage or that it was impossible for them to take such measures for Damages up to SDR 113,100.

B. Notwithstanding paragraph (A) above; if the Carrier proves that the Damage was caused by or contributed to by the negligence on the part of the deceased or injured person, the Carrier will be released from liability fully or partially in accordance with the applicable law.

C. Against such claims, the Carrier reserves all other defense rights stated in the Convention, other than those specified above in paragraphs (A) and (B) which waives the limit of liability of the Carrier and waives any liability defense up to SDR 113,100. The Carrier reserves its right of recourse against any third party, including the rights of indemnity or contribution.

D. Neither the waiver of limits nor the waiver of defense shall be applicable with respect to claims made by public social insurance or similar bodies, however asserted. If the flight is subject to the rules of the Warsaw Convention as amended by The Hague Protocol, such claims shall be subject to the limit in Article 22 (1) and to the defenses under Article 20 (1) of the Convention; if the flight is subject to the Montreal Convention, such claims shall be subject to the limit in Article 21 and to the defenses under Article 20 of the Convention. The Carrier will compensate the Passenger or his dependents for recoverable compensatory damages in excess of payments received from any public or social insurance or similar public bodies. (This provision is not applicable to social insurance or similar public bodies of the United States.)

E. Law of domicile of the Passenger is not applicable to claims made in accordance with this private agreement, and the right of fifth jurisdiction is not recognized.

16.5.3 ADVANCE PAYMENT

A. No later than fifteen days after the identity of the natural person entitled to compensation has been established, Turkish Airlines shall make advance payment to meet the immediate economic needs of said person, proportional to the hardship suffered.

B. Without prejudice to paragraph (A) an advance payment shall not be less than SDR 15,000 per Passenger in the event of the death of the Passenger.

C. An advance payment shall not constitute recognition of liability and shall be offset against any subsequent sums paid on the basis of Carrier liability.

D. If it is proved that the Damage was caused by or contributed to by negligence on the part of the injured or deceased Passenger; that the Damage was caused or contributed to by negligence on the part of the person who received the advanced payment; or that the person who received the advance payment was not the person entitled to compensation; the Carrier will be exonerated wholly or partly from its liability in accordance with applicable law. In such cases the advance payment shall be returned. Advance payment shall not be returned in any other case.

ARTICLE 17

TIME LIMIT ON CLAIMS AND ACTIONS

17.1 NOTICE OF CLAIMS

No action shall lie in the case of Damage to Checked Baggage unless the person entitled to delivery complains to the Carrier forthwith after the discovery of the Damage, and at the latest, within seven

days from the date of receipt; and in the case of delay, unless complaint is made within twenty-one days at the latest as of the date on which the Baggage was delivered. Every complaint must be made in writing and dispatched within the time limits above.

17.2 LIMITATION OF ACTION

Any rights to damages shall be waived if an action is not brought within two years as of the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which carriage stopped.

ARTICLE 18

MODIFICATION AND WAIVER

No agent, employee, or representative of the Carrier has authority to alter, modify, or waive any provision of these Conditions of Carriage.

REFERENCE LANGUAGE

These Conditions of Carriage are reproduced in several languages. If there is any inconsistency between the Turkish text and a non-Turkish text, the Turkish text will apply unless applicable local law requires otherwise.

NAME OF CARRIER: Turkish Airlines

ABBREVIATION OF NAME: TK

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