

GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0001

TITLE/APPLICATION - 70

DEFINITIONS

AIR WAYBILL MEANS A NON-NEGOTIABLE AIRBILL OF THE REQUIRED NUMBER OF COPIES, COVERING THE CARGO TRANSPORTED BY THE CARRIER SUBJECT TO THIS TARIFF.

APPLICABLE ADULT FARE MEANS THE FARE WHICH WOULD BE APPLICABLE TO AN ADULT FOR THE TRANSPORTATION TO BE USED EXCEPT THOSE SPECIAL FARES WHICH WOULD BE APPLICABLE DUE TO ADULT'S STATUS (SUCH AS SENIOR CITIZENS FARE, ETC.).

APPLICABLE FULL FARE MEANS THE FULL ADULT FARE FOR THE

CLASS

OF SERVICE DESIGNATED IN THE CARRIER'S OFFICAL GENERAL SCHEDULE FOR THE AIRCRAFT, OR COMPARTMENT OF THE AIRCRAFT USED BY THE PASSENGER.

BAGGAGE WHICH IS EQUIVALENT TO LUGGAGE MEANS SUCH ARTICLES, EFFECTS AND OTHER PERSONAL PROPERTY OF THE PASSENGER AS ARE NECESSARY OR APPROPRIATE FOR WEAR OR USE IN CONNECTION WITH THE TRIP. UNLESS OTHERWISE SPECIFIED, IT SHALL INCLUDE

BOTH

CHECKED AND UNCHECKED BAGGAGE OF THE PASSENGER.

BAGGAGE CHECK MEANS THAT PORTION OF THE TICKET WHICH PROVIDES FOR THE CARRIAGE OF CHECKED BAGGAGE AND WHICH IS ISSUED BY THE CARRIER AS A RECEIPT FOR SUCH BAGGAGE.

BAGGAGE TAG MEANS A DOCUMENT ISSUED BY THE CARRIER SOLELY FOR IDENTIFICATION OF CHECKED BAGGAGE, (STRIP) TAG PORTION OF WHICH IS ATTACHED BY THE CARRIER TO A PARTICULAR ARTICLE OF CHECKED BAGGAGE AND THE BAGGAGE (CLAIM) TAG PORTION OF WHICH IS GIVEN TO THE PASSENGER.

CARGO MEANS ANY GOODS, EXCEPT BAGGAGE AND MAIL, THAT CAN BE TRANSPORTED BY INTERNATIONAL COMMERCIAL AIR SERVICES.

CARRIAGE WHICH IS EQUIVALENT TO TRANSPORTATION, MEANS CARRIAGE OF PASSENGERS, BAGGAGE AND/OR GOODS BY AIR, GRATUITOUSLY OR FOR HIRE.

CARRIER MEANS AIR TRANSAT A.T. INC. THAT CARRIES OR UNDERTAKES TO CARRY THE PASSENGER AND HIS BAGGAGE

THEREUNDER

OR PERFORMS OR UNDERTAKES TO PERFORM ANY OTHER SERVICE OR SERVICES RELATED TO THE CARRIAGE.

CIRCLE TRIP MEANS ANY TRIP, THE ULTIMATE DESTINATION OF WHICH IS THE POINT OF ORIGIN, BUT WHICH INCLUDES, AT LEAST, A STOP AT ONE OTHER POINT, AND WHICH IS NOT MADE VIA THE SAME ROUTING IN BOTH DIRECTIONS.

CLASS OF SERVICE MEANS THE COMPARTMENT OF THE AIRCRAFT IN WHICH THE PASSENGER IS ENTITLED TO BE TRANSPORTED PURSUANT TO THE GENERAL SCHEDULE OF THE CARRIER.

C.O.B. MEANS "CARRYING ON BUSINESS UNDER FIRM NAME AND

STYLE

OF".
CONNECTING SERVICE MEANS A FLIGHT ITINERARY INVOLVING TWO

OR

MORE FLIGHT NUMBERS PER ORIGIN-DESTINATION SEQMENT AND
REQUIRING AT LEAST ONE CHANGE OF AIRCRAFT AT ONE OR MORE

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STOPS.

WARSAW CONVENTION MEANS THE CONVENTION FOR THE UNIFICATION
OF CERTAIN RULES RELATING TO INTERNATIONAL CARRIAGE BY AIR,
SIGNED AT WARSAW, OCTOBER 12, 1929, AS AMENDED, BUT NOT
INCLUDING THE MONTREAL CONVENTION AS DEFINED HEREUNDER.

UNIFICATION

MONTREAL CONVENTION MEANS THE CONVENTION FOR THE

OF CERTAIN RULES RELATING TO INTERNATIONAL CARRIAGE BY AIR,
SIGNED AT MONTREAL, MAY 28, 1999.

CTA MEANS THE CANADIAN TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION MEANS U.S. DEPARTMENT OF
TRANSPORTATION.

DESTINATION MEANS THE POINT OF WHICH THE PASSENGER(S) TO BE
TRANSPORTED ON A FLIGHT IS BOUND.

DIRECT SERVICE MEANS A FLIGHT ITINERARY ASSIGNED A SINGLE
FLIGHT NUMBER WITH ONE OR MORE INTERMEDIATE STOPS BUT NO
CHANGE

OF AIRCRAFT.

EMERGENCY EXIT ROW SEATS MEANS SEATS ARE DEFINED AS SEATS
LOCATED NEAREST

OR ADJACENT TO AN EXIT DOOR OF AIRCRAFT.

FLIGHT MEANS THE MOVEMENT OF AN AIRCRAFT FROM THE POINT OF
TAKE-OFF TO THE FIRST POINT OF LANDING (TECHNICAL OR
FUEL-STOPS NOT INCLUDED).

FORCE MAJEURE MEANS ANY UNFORESEEABLE CIRCUMSTANCES BEYOND

THE

CARRIER'S CONTROL, THE CONSEQUENCES OF WHICH COULD NOT HAVE
BEEN AVOIDED EVEN IF ALL DUE CARE HAD BEEN EXERCISED

INCLUDING,

BUT WITHOUT LIMITATION, METEOROLOGICAL AND GEOLOGICAL

CONDITIONS,

ACTS OF GOD, STRIKES, RIOTS, CIVIL COMMOTIONS, EMBARGOES,

WARS,

HOSTILITIES, DISTURBANCES, UNSETTLED INTERNATIONAL

CONDITIONS,

SHORTAGE OF FUEL OR FACILTIES, OR LABOUR DISPUTES, EITHER

ACTUAL,

THREATENED OR REPORTED.

GOODS MEANS ANYTHING THAT CAN BE TRANSPORTED BY AIR,
INCLUDING ANIMALS, OTHER THAN IN PLANE-LOAD AND BAGGAGE.

INTERNATIONAL CARRIAGE WILL HAVE THE SAME MEANING AS IN THE
DEFINITION OUTLINED IN THE CONVENTION.

FRONT OF CABIN SEATS MEANS STANDARD SEATS THAT ARE LOCATED
IN THE FIRST FIVE ROWS OF THE ECONOMY CLASS CABIN BUT EXCLUDES
SEATS

DEFINED HEREIN AS LEGROOM OR EXIT.

LEGROOM SEATS MEANS SEATS IN ECONOMY CLASS THAT
OFFER MORE THAN 32" PITCH.

MISCELLANEOUS CHARGES ORDER MEANS A DOCUMENT ISSUED BY A
CARRIER OR ITS AGENTS REQUESTING PROVISION OF SERVICES TO
THE PERSON NAMED IN SUCH DOCUMENT.

NON-STOP SERVICE MEANS A FLIGHT ITINERARY ASSIGNED A SINGLE
FLIGHT NUMBER BETWEEN TWO POINTS WITHOUT PLANNED STOPS.

SCHEDULE IRREGULARITY MEANS ANY OF THE FOLLOWING
IRREGULARITIES BUT DOES NOT INCLUDE DISRUPTIONS RESULTING
FROM LABOUR DISTURBANCES AND/OR STRIKES:

(A) DELAY IN SCHEDULED DEPARTURE OR ARRIVAL, , OF THE
CARRIER'S
FLIGHT RESULTING IN A MISCONNECTION, OR ANY OTHER DELAY
OR INTERRUPTION OF MORE THAN SIX (6) HOURS;
(B) FLIGHT CANCELLATION, OMISSION OF A SCHEDULED STOP, OR
ANY DELAY OR INTERRUPTION IN THE SCHEDULED OPERATION

OF
THE CARRIER'S FLIGHTS,
(C) SUBSTITUTION OF EQUIPMENT, OR
(D) AN ADVANCEMENT OF SCHEDULED DEPARTURE TIME ON THE DAY
OF OPERATION GREATER THAN THE MINIMUM PERIOD
ESTABLISHED IN THE CARRIER'S TARIFF FOR THE PASSENGER
TO CHECK-IN, IN ACCORDANCE WITH RULE 12 (CANCELLATION
OF RESERVATIONS).

(E) OVERBOOKING
SCHEDULED USER MEANS A PERSON, ASSOCIATION, PARTNERSHIP,
COMPANY, CORPORATION OR OTHER LEGAL ENTITY WHICH MAKES WITH

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A CARRIER A SCHEDULED CONTRACT FOR THE PROVISION OF ALL OR
PART OF THE CAPACITY OF ANY SCHEDULED FLIGHT.

SPECIAL DRAWING RIGHTS OR SDR MEANS A SPECIAL UNIT
CURRENCY,

THE CURRENCY VALUES OF WHICH FLUCTUATE AND ARE RECALCULATED
EACH BANKING DAY AS REPORTED.

STOPOVER MEANS A DELIBERATE INTERRUPTION OF A JOURNEY BY
THE

PASSENGER, AGREED TO IN ADVANCE BY THE CARRIER, AT A POINT
BETWEEN THE PLACE OF DEPARTURE AND THE PLACE OF

DESTINATION.

TICKET MEANS A PASSENGER TICKET ISSUED TO PASSENGERS TO BE
CARRIED ON A FLIGHT, THE BAGGAGE CHECK AND ACCOMPANYING
NOTICES THAT INCORPORATE THE TERMS AND CONDITIONS OF THIS
TARIFF AND CONTRACT OF CARRIAGE.

TARMAC DELAY MEANS THE HOLDING OF AN AIRCRAFT ON THE GROUND AFTER DEPARTURE FROM THE GATE, OR UPON LANDING, WITHOUT

ACCESS

TO A GATE OR TERMINAL.

TRAFFIC MEANS ANY PASSENGERS, GOODS OR MAIL THAT ARE TRANSPORTED BY AIR.

TRANSIT WITHOUT VISA (TWOV) MEANS THE AUTHORIZED TRANSITING OF A COUNTRY BY A PASSENGER UNDER CERTAIN CONDITIONS OUTLINED IN SECTION 10.5 (C) EN ROUTE TO A THIRD COUNTRY DESTINATION WITHOUT BEING IN POSSESSION OF THE USUALLY APPLICABLE TRANSIT OR DESTINATION VISAS FOR THE TRANSIT COUNTRY IN QUESTION.

STANDARD SEATS MEANS SEATS IN ECONOMY CLASS THAT ARE NOT IN THE FOLLOWING CATEGORY OF SEATS : LEGROOM OR EXIT OR TWO BY TWO OR FRONT OF CABIN.

TWO-BY TWO SEATS MEANS SEATS THAT CONTAIN NO MORE THAN 2 SEATS PER GROUP OF SEATS.

DEFINITION OF AREAS

CANADA MEANS THE TEN PROVINCES OF CANADA, THE YUKON TERRITORY, THE DISTRICTS AND ISLANDS COMPRISING THE NORTHWEST TERRITORIES OF CANADA AND NUNAVUT.

UNITED STATES OF AMERICA OR UNITED STATES MEANS THE AREA COMPRISED OF THE 48 CONTIGUOUS FEDERATES STATES; THE

FEDERAL

DISTRICT OF COLOMBIA, ALASKA, HAWAII, PUERTO RICO, THE VIRGIN ISLANDS, SAMOA, GUAM, MIDWAY AND WAKE ISLAND.

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K APPLICATION OF TARIFF
THE OBLIGATIONS OF THE CARRIER UNDER THE AIR PASSENGER PROTECTION REGULATIONS (APPR) FORM PART OF THE TARIFF AND SUPERSEDE ANY INCOMPATIBLE OR INCONSISTENT TERM AND CONDITION OF CARRIAGE SET OUT IN THE TARIFF TO THE EXTENT OF SUCH INCONSISTENCY OR INCOMPATIBILITY, BUT DO NOT RELIEVE THE CARRIER FROM APPLYING TERMS AND CONDITIONS OF CARRIAGE THAT ARE MORE FAVORABLE TO THE PASSENGER THAN THE OBLIGATIONS SET OUT IN THE APPR.

DUE TO THE IMPACT OF THE COVID-19 PANDEMIC, ALL SERVICE ENHANCEMENTS (INCLUDING, WITHOUT LIMITATION, BOARDING PRIORITIES, PRIORITY BAGGAGE RETRIEVALS, KIDS CLUB'S SURPRISES, INFLIGHT DUTY-FREE BOUTIQUE, GOURMET AND SPECIAL MEALS) ARE SUSPENDED WHERE DEEMED NECESSARY BY THE CARRIER FOR SANITARY REASONS.

NOTE: FROM TIME TO TIME, THE CARRIER WILL ENTER INTO CODE-SHARING AGREEMENTS WHEREBY IT WILL MARKET, AS ITS OWN, FLIGHTS OPERATED BY ANOTHER AIR CARRIER. THE OPERATING

CARRIER MAY HAVE TERMS AND CONDITIONS OF CARRIAGE THAT DIFFER FROM THOSE FOUND IN THIS TARIFF. IN SUCH CASES, THE

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PASSENGER WILL BE SO ADVISED AT TIME OF RESERVATION OF CARRIAGE. ONLY FLIGHTS OPERATED IN THE TS800-TS899 FLIGHT NUMBER SERIES FALL UNDER THIS CATEGORY.

(A) THIS TARIFF CONTAINS THE RULES, REGULATIONS, AND CONDITIONS OF CARRIAGE UPON THE BASIS OF THE CARRIER SUPPLIES OR AGREES TO SUPPLY AIR SERVICES BETWEEN POINTS IN CANADA AND POINTS IN THE UNITED STATES OF AMERICA FOR WHICH THE CARRIER IS AUTHORIZED TO OPERATE SUCH SERVICES TO THE SAME EXTENT AS IF THE CONTENTS OF THIS TARIFF WERE INCLUDED IN THE TERMS AND CONDITIONS OF:

(I) ANY AIR WAYBILL OR TICKET: AND,
(II) ANY SCHEDULED CONTRACT BETWEEN THE CARRIER AND A THIRD PARTY.

(B) THE CONTENTS OF THIS TARIFF FORM PART OF ANY CONTRACT OF CARRIAGE BETWEEN THE CARRIER AND ANY THIRD PARTY AND IN THE EVENT OF ANY CONFLICT BETWEEN THIS TARIFF AND THE SCHEDULED CONTRACT, THIS TARIFF SHALL PREVAIL.

(C) ALL OBLIGATIONS INCURRED BY THE CARRIER UNDER ANY TICKET, AIR WAYBILL OR SCHEDULED CONTRACT ARE SUBJECT TO COMPLIANCE BY THE PARTIES THERETO WITH APPLICABLE LAWS AND REGULATIONS AND ARE FURTHER SUBJECT TO SUCH AFFIRMATIVE ACTS, FINDINGS, CLEARANCES AND APPROVALS AS MAY BE REQUIRED ON THE PART OF ANY GOVERNMENT OR GOVERNMENTAL AGENCY FOR THE LAWFUL DISCHARGE THEREOF; AND THE TRANSPORTATION HEREIN DESCRIBED SHALL BE ACCORDING TO AND SUBJECT TO ANY AND ALL RULES AND REGULATIONS OF THE CTA AND ANY OTHER GOVERNMENTAL AGENCY HAVING JURISDICTION. THE CARRIER SHALL BE HELD ANSWERABLE FOR DAMAGE OR OTHERWISE TO PENALTIES OR FORFEITURES UNDER ANY TICKET, AIR WAYBILL OR SCHEDULED CONTRACT, FOR DELAY OR OMISSIONS ATTRIBUTABLE TO ANY LAW, REGULATION OR GOVERNMENT OR GOVERNMENTAL AGENCY AS AFORESAID, NOR IN THE EVENT THAT ANY FLIGHT CANNOT BE FLOWN

AS A RESULT OF AN OFFICIAL ACT OF THE CTA,
INCLUDING THE DENIAL OR CANCELLATION OF ANY
NECESSARY AUTHORITY TO THE CARRIER, PROVIDED THAT
ANY SUCH DENIAL, CANCELLATION, DELAY OR OMISSION
DID NOT RESULT FROM ANY NEGLIGENCE OR DEFAULT ON
THE PART OF THE CARRIER.

- (D) CARRIAGE IS SUBJECT TO THE RULES, FARES AND
CHARGES IN EFFECT ON THE DATE ON WHICH SUCH
CARRIAGE COMMENCES AT THE POINT OF ORIGIN
DESIGNATED ON THE TICKETS. REFERENCES TO PAGES,
RULES, ITEMS AND NOTES ARE CONTINUOUS AND INCLUDE
REVISIONS, SUPPLEMENTS THERETO AND REISSUES

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THEREOF.

FURNISHING (E) THE CARRIER WILL BE RESPONSIBLE FOR THE
OF TRANSPORTATION ONLY OVER ITS OWN LINES. WHEN
ANY CARRIER UNDERTAKES TO ISSUE A TICKET, BAGGAGE
CHECK, OR MAKE ANY OTHER ARRANGEMENTS FOR
TRANSPORTATION OVER THE LINES OF ANY OTHER

CARRIER (WHETHER OR NOT SUCH TRANSPORTATION IS PART OF A
THROUGH SERVICE), SUCH CARRIER WILL ACT ONLY AS
AGENT FOR SUCH OTHER CARRIER AND WILL ASSUME NO
RESPONSIBILITY FOR THE ACTS OR OMISSIONS OF SUCH
OTHER CARRIER.

- (F) NO AGENT, EMPLOYEE OR REPRESENTATIVE OF THE
CARRIER HAS AUTHORITY TO ALTER, MODIFY OR WAIVE
ANY PROVISIONS OF THE CONTRACT OF CARRIAGE OR OF
THIS TARIFF UNLESS AUTHORIZED IN WRITING BY AN
OFFICER OF THE CARRIER.

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K CURRENCY

ALL MONETARY AMOUNTS PUBLISHED IN THIS TARIFF ARE STATED IN
THE LAWFUL CURRENCY OF CANADA UNLESS OTHERWISE SPECIFIED.

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K CAPACITY LIMITATIONS

TS SHALL LIMIT THE NUMBER OF PASSENGERS CARRIED ON ANY ONE
FLIGHT AT FARES GOVERNED BY RULES MAKING REFERENCE HERETO
AND SUCH FARES WILL NOT NECESSARILY BE AVAILABLE ON ALL
FLIGHTS OPERATED BY TS. THE NUMBER OF SEATS WHICH TS SHALL
MAKE AVAILABLE ON A GIVEN FLIGHT WILL BE DETERMINED BY TS'S

BEST JUDGMENT AS TO THE ANTICIPATED TOTAL PASSENGER LOAD ON EACH FLIGHT.

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K CONDITIONS OF CARRIAGE

(A) SUBSTITUTION OF AIRCRAFT:
TS MAY WITHOUT NOTICE, AND SUBJECT TO ANY NECESSARY
APPROVAL OF THE CTA OR GOVERNMENT AUTHORITY,

SUBSTITUTE

AN AIRCRAFT OF THE SAME OR ANY OTHER APPROPRIATE TYPE
FOR THE AIRCRAFT AGREED UPON FOR A FLIGHT.

(B) RESPONSIBILITY FOR SCHEDULES AND OPERATIONS:

(A) TS WILL ENDEAVOR TO TRANSPORT PASSENGERS AND
BAGGAGE WITH REASONABLE DISPATCH. TIMES SHOWN IN
SCHEDULES, SCHEDULED CONTRACTS, TICKETS, AIR
WAYBILLS OR ELSEWHERE ARE NOT GUARANTEED. FLIGHT
TIMES ARE SUBJECT TO CHANGE. SUCH

CHANGES MAY INCLUDE THE ADDITION, THE OMISSION
OR THE ALTERATION OF ONE OR MORE STOPS TO THE
ORIGINAL ITINERARY, AS WELL AS THE AMENDMENT OF
ORIGINAL FLIGHT DEPARTURE AND ARRIVAL TIMES. TS
WILL MAKE REASONABLE EFFORTS TO INFORM PASSENGERS
OF DELAYS AND SCHEDULE CHANGES AND, TO THE EXTENT
POSSIBLE, THE REASON FOR THE DELAY OR CHANGE..

(B) SCHEDULES ARE SUBJECT TO CHANGE WITHOUT NOTICE.
TS IS NOT RESPONSIBLE OR LIABLE FOR FAILURE TO
MAKE CONNECTIONS, OR FOR FAILURE TO OPERATE ANY
FLIGHT ACCORDING TO SCHEDULE, OR FOR A CHANGE TO
THE SCHEDULE OF ANY FLIGHT. HOWEVER, WHERE A
ROUTING MODIFICATION SUBSEQUENT TO THE PURCHASE

OF

TRAVEL RESULTS IN A CHANGE FROM A DIRECT SERVICE
TO A CONNECTING SERVICE, TS WILL, UPON REQUEST BY
THE PASSENGER, PROVIDE A FULL REFUND OF THE

UNUSED

PORTION OF THE FARE PAID. UNDER NO CIRCUMSTANCES
SHALL THE CARRIER BE LIABLE FOR ANY SPECIAL,
INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING
DIRECTLY OR INDIRECTLY FROM THE FOREGOING
(INCLUDING THE CARRIAGE OF BAGGAGE) WHETHER OR

NOT

THE CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT
BE INCURRED. NOTWITHSTANDING, THE CARRIER WILL
MAKE REASONABLE EFFORTS TO INFORM PASSENGERS OF
DELAYS AND SCHEDULE CHANGES AND, TO THE EXTENT
POSSIBLE, THE REASON FOR THE DELAY OR CHANGE.

(C) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,
THE CARRIER CANNOT GUARANTEE THAT A PASSENGER'S
BAGGAGE WILL BE CARRIED ON THE FLIGHT IF

BY
DOES
TAKE
THE

SUFFICIENT SPACE IS NOT AVAILABLE AS DETERMINED
THE CARRIER. NOTWITHSTANDING, IF THE BAGGAGE
NOT ARRIVE ON THE SAME FLIGHT, TS WILL TAKE STEPS
TO DELIVER THE BAGGAGE TO THE PASSENGER'S
RESIDENCE/HOTEL AS SOON AS POSSIBLE. TS WILL
STEPS TO INFORM THE PASSENGER ON THE STATUS OF
DELIVERY AND WILL PROVIDE THE PASSENGER WITH AN
OVERNIGHT KIT, AS REQUIRED.
(D) IF A FLIGHT IS DELAYED FOR MORE THAN FOUR (4)
HOURS BEYOND SCHEDULED DEPARTURE TIME, TS WILL
PROVIDE THE PASSENGER WITH A MEAL VOUCHER. IF

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FLIGHT IS DELAYED MORE THAN EIGHT (8) HOURS AND
REQUIRES AN OVERNIGHT STAY, THE CARRIER WILL PAY
FOR AN OVERNIGHT HOTEL STAY AND AIRPORT TRANSFERS
FOR PASSENGERS WHO DID NOT ORIGINATE THEIR TRAVEL
AT THAT AIRPORT. .
(E) IF THE DELAY OCCURS WHILE ONBOARD, THE CARRIER
WILL OFFER DRINKS AND SNACKS AS AVAILABLE, WHERE
IT
IS SAFE, PRACTICAL AND TIMELY TO DO SO. IF THE
DELAY
EXCEEDS 90 MINUTES WHILE AT THE GATE, OR 4 HOURS
IN
THE EVENT OF A TARMAC DELAY, THE CARRIER MUST
ALLOW
THE PASSENGERS TO DEPLANE UNLESS :
I. THE CARRIER DETERMINES THERE IS A SAFETY-
RELATED,
OR SECURITY-RELATED REASON (E.G. WEATHER,
DIRECTIVE
FROM A GOVERNMENT AGENCY OR AUTHORITY) WHY THE
AIRCRAFT
CANNOT LEAVE ITS POSITION ON THE TARMAC TO DEPLANE
PASSENGERS; OR,
II. AIR TRAFFIC CONTROL ADVISES THE AIRCRAFT
COMMANDER
THAT RETURNING TO THE GATE, OR ANOTHER
DISEMBARKATION
POINT ELSEWHERE IN ORDER TO DEPLANE THE PASSENGERS
WOULD
SIGNIFICANTLY DISRUPT AIRPORT OPERATIONS.
(F) IN THE EVENT OF AN IMPOSSIBILITY TO DEPLANE, THE
CARRIER SHALL CONTINUE TO RESPECT ITS UNDERTAKINGS

THE
CARRIER SHALL
HEREUNDER.
TO

OUTLINED UNDER SUB-SECTION E) ABOVE FOR AS LONG AS
DELAY LASTS. IN THE EVENT OF DEPLANING, THE
RESPECT ITS UNDERTAKINGS OUTLINED UNDER RULE 21
INCLUDING, BUT NOT LIMITED TO UNDERTAKINGS RELATED
REBOOKING AND REFUNDS.

PASSENGER

(G) IN THE EVENT OF AN INVOLUNTARY RE-ROUTING OF A
FLIGHT, THE CARRIER WILL ENSURE THAT THE

IS ROUTED OR TRANSPORTED TO HIS/HER ULTIMATE
DESTINATION, AS PER THE CONTRACT OF CARRIAGE. IF
NO REASONABLE TRANSPORTATION CAN BE ARRANGED, THE
CARRIER WILL OFFER THE PASSENGER A CASH PAYMENT

OR

TRAVEL CREDIT. WHEN DETERMINING THE AMOUNT OF THE
OFFERED CASH PAYMENT OR TRAVEL CREDIT, THE CARRIER
WILL CONSIDER ALL CIRCUMSTANCES OF THE CASE,
INCLUDING

ANY EXPENSES WHICH THE PASSENGERS, ACTING
REASONABLY,
MAY HAVE INCURRED AS A RESULT OF A SCHEDULE
IRREGULARITY,

AS FOR EXAMPLE, COSTS INCURRED FOR ACCOMODATION
OFFERED

WITH THE A VIEW TO REIMBURSING THE PASSENGER FOR
ALL SUCH

REASONABLE EXPENSES. THE OPTION OF CHOOSING
BETWEEN A CASH

PAYMENT OR TRAVEL CREDIT WILL BE AT THE
PASSENGER'S

DISCRETION. .

THE EVENT

(H) THE RIGHTS OF A PASSENGER AGAINST THE CARRIER IN

INTERNATIONAL

OF A SCHEDULE IRREGULARITY ARE, IN MOST CASES OF
INTERNATIONAL CARRIAGE, GOVERNED BY AN

THE

CONVENTION KNOWN AS THE MONTREAL CONVENTION, 1999.
ARTICLE 19 OF THE CONVENTION PROVIDES THAT AN AIR
CARRIER IS LIABLE FOR DAMAGE CAUSED BY DELAY IN

THAT

CARRIAGE OF PASSENGERS AND GOODS UNLESS IT PROVES

TO DO

IT DID EVERYTHING IT COULD BE REASONABLY EXPECTED

CASES

TO AVOID THE DAMAGE. THERE ARE SOME EXCEPTIONAL

THE

OF INTERNATIONAL CARRIAGE IN WHICH THE RIGHTS OF

COMPETENT

PASSENGERS ARE NOT GOVERNED BY AN INTERNATIONAL
CONVENTION. IN SUCH CASES ONLY, A COURT OF

JURISDICTION CAN DETERMINE WHICH SYSTEM OF LAWS

MUST

BE CONSULTED TO DETERMINE WHAT THOSE RIGHTS ARE.

(C) FORCE MAJEURE

(1) NOTWITHSTANDING ANY OTHER TERMS OR CONDITIONS CONTAINED HEREIN, THE CARRIER SHALL NOT BE LIABLE FOR FAILURE IN THE PERFORMANCE OF ANY OF HIS OBLIGATIONS DUE TO:

- A) ACT OF GOD.
- B) WAR, REVOLUTION, INSURRECTION, RIOT,

BLOCKADE

OR ANY OTHER UNLAWFUL ACT AGAINST PUBLIC ORDER OR AUTHORITY INCLUDING AN ACT OF TERRORISM INVOLVING THE USE OR RELEASE OR THREAT THEREOF, OF ANY NUCLEAR WEAPON OR DEVICE OR CHEMICAL OR BIOLOGICAL AGENT.

- C) STRIKE, LOCK-OUT, LABOUR DISPUTE, OR OTHER INDUSTRY DISTURBANCE WHETHER INVOLVING THE CARRIER'S EMPLOYEES OR OTHERS UPON WHOM THE CARRIER RELIES.
- D) FIRE, FLOOD, EXPLOSION, EARTHQUAKE, ADVERSE WEATHER CONDITIONS, STORM/LIGHTENING, INFECTIOUS DISEASE OUTBREAK, EPIDEMIC, PANDEMIC, PUBLIC HEALTH EMERGENCY AND QUARANTINE.
- E) ACCIDENTS TO OR FAILURE OF THE AIRCRAFT OR EQUIPMENT USED IN CONNECTION THEREWITH.
- F) NON-AVAILABILITY OF FUEL AT THE AIRPORT OF ORIGIN, DESTINATION OR ENROUTE STOP.
- G) OTHERS UPON WHOM THE CARRIER RELIES FOR THE PERFORMANCE OF THE WHOLE OR ANY PART OF ANY SCHEDULED CONTRACT OR FLIGHT.
- H) GOVERNMENT ORDER, REGULATION, ACTION OR INACTION.
- I) UNLESS CAUSED BY ITS NEGLIGENCE, ANY DIFFERENCE IN WEIGHT OR QUANTITY OF CARGO FROM SHRINKAGE, LEAKAGE OR EVAPORATION.

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- J) THE NATURE OF THE CARGO OR ANY DEFECT IN THE CARGO OR ANY CHARACTERISTIC OR INHERENT VICE THEREIN.
- K) VIOLATION BY A CONSIGNOR, CONSIGNEE OR ANY OTHER PARTY CLAIMING AN INTEREST IN THE

CARGO

OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THIS TARIFF OR IN ANY OTHER APPLICABLE TARIFF INCLUDING, BUT WITHOUT BEING LIMITED TO, FAILURE TO OBSERVE ANY OF THE TERMS AND

CONDITIONS RELATING TO CARGO NOT ACCEPTABLE FOR TRANSPORTATION OR CARGO ACCEPTABLE ONLY UNDER CERTAIN CONDITIONS.

- L) IMPROPER OR INSUFFICIENT PACKING, SECURING, MARKING OR ADDRESSING.
- M) ACTS OR OMISSIONS OF WAREHOUSEMAN, CUSTOMS

OR

QUARANTINE OFFICIALS OR OTHER PERSONS OTHER THAN THE CARRIER OR ITS AGENTS, IN GAINING LAWFUL POSSESSION OF THE CARGO.

- N) COMPLIANCE WITH DELIVERY INSTRUCTIONS FROM THE CONSIGNOR OR CONSIGNEE.
- O) ANY OTHER CAUSES BEYOND THE REASONABLE CONTROL OF THE CARRIER.
- P) FAILURE TO OBTAINED THE APPROVAL OF GOVERNMENT AGENCY, COMMISSION, BOARD OR

OTHER

TRIBUNAL HAVING JURISDICTION IN THE CIRCUMSTANCES AS MAY BE REQUIRED TO THE CONDUCT OF OPERATIONS HEREUNDER OR ANY GOVERNMENT OR LEGAL RESTRAINT UPON SUCH OPERATION.

- Q) LOSS OF OR HIJACKING OF AIRCRAFT, OR ANY SHORTAGE OF OR INABILITY TO PROVIDE LABOUR, FUEL OR FACILITIES.
- R) ANY OTHER EVENT NOT REASONABLY TO BE FORESEEN, ANTICIPATED OR PREDICTED, WHETHER ACTUAL, THREATENED OR REPORTED, WHICH MAY INTERFERE WITH THE OPERATIONS OF THE

CARRIER.

- (2) UPON THE HAPPENING OF ANY OF THE FOREGOING

EVENTS,

THE CARRIER MAY WITHOUT NOTICE CANCEL, TERMINATE, DIVERT, POSTPONE OR DELAY ANY FLIGHT WHETHER BEFORE DEPARTURE OR ENROUTE. IF THE FLIGHT, HAVING COMMENCED IS TERMINATED, THE CARRIER SHALL REFUND THE UNUSED PORTION OF THE FLIGHT AND SHALL USE ITS BEST EFFORTS TO PROVIDE ALTERNATE TRANSPORTATION TO THE DESTINATION FOR THE PASSENGERS AND BAGGAGE AT THE EXPENSE AND RISK OF THE PASSENGER OR SHIPPER.

- (D) COMPLIANCE BY SCHEDULED USER, PASSENGER OR SHIPPER THE SCHEDULED USER, ALL PASSENGERS AND ALL SHIPPERS SHALL FULLY COMPLY WITH ALL OF THE TERMS AND

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CONDITIONS, RULES AND REGULATIONS SET OUT IN THIS TARIFF. FAILING SUCH COMPLIANCE, THE CARRIER SHALL BE ENTITLED TO CANCEL ANY SCHEDULED CONTRACT OR TICKET.

REFUNDS WILL BE PROVIDED WHERE APPLICABLE.

(E) SPACE FOR CARRIER'S USE
ANY UNUSED CAPACITY IN THE AIRCRAFT NOT BEING UTILIZED BY ANY SCHEDULED USER, PASSENGERS OR SHIPPER MAY BE USED BY THE CARRIER.

(F) FLIGHT OPERATIONS
(1) SELECTION OF FLIGHT ROUTE
THE CARRIER SHALL HAVE THE RIGHT TO SELECT THE ROUTE FOR THE FLIGHT, PROVIDED, HOWEVER, THE SHORTEST ROUTE WHICH IN THE OPINION OF THE

CARRIER

IS SAFE, FEASIBLE AND DULY AUTHORIZED BY ANY COMPETENT AUTHORITY HAVING JURISDICTION, SHALL BE FOLLOWED.

(2) PILOT DISCRETION
THE AIRCRAFT AT ALL TIMES SHALL BE UNDER THE EXCLUSIVE CONTROL OF THE PILOT-IN COMMAND, WHOSE ORDERS SHALL BE STRICTLY COMPLIED WITH BY ANY SCHEDULED USER AND ALL PASSENGERS AND SHIPPERS. THE PILOT OF THE AIRCRAFT SHALL HAVE COMPLETE DISCRETION CONCERNING THE LOAD CARRIED AND ITS DISTRIBUTION AND AS TO WHETHER A FLIGHT SHOULD BE UNDERTAKEN OR DIVERTED AND AS TO WHERE AND WHEN AND UNDER WHAT CIRCUMSTANCES LANDING SHOULD BE MADE AND ALL SUCH DECISIONS OF THE PILOT SHALL BE ACCEPTED AND AGREED TO BY ANY SCHEDULED USER, THE PASSENGERS AND THE SHIPPERS.

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TITLE/APPLICATION - 70

CARRIAGE OF PASSENGERS

(A) REFUSAL TO TRANSPORT - REMOVAL OF PASSENGERS
(1) THE CARRIER MAY REFUSE TO CARRY OR CANCEL THE RESERVED SPACE OF, OR MAY REMOVE ENROUTE FROM ANY FLIGHT ANY PASSENGER WHEN:
(A) SUCH ACTION IS NECESSARY FOR REASONS OF SAFETY.
(B) SUCH ACTION IS NECESSARY TO PREVENT

VIOLATION

OF ANY APPLICABLE LAWS, REGULATIONS OR

ORDERS

OF ANY STATE OR COUNTRY TO BE FLOWN FROM, INTO OR OVER.

(C) THE CONDUCT, STATUS, AGE, PSYCHOLOGICAL

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AND/OR PHYSICAL CONDITION OF THE PASSENGER

IS

OPINION

SUCH AS TO REQUIRE, IN THE REASONABLE

INVOLVE

OF THE CARRIER'S PERSONNEL, SPECIAL ASSISTANCE OR CAUSE DISCOMFORT OR BE OBJECTIONABLE TO OTHER PASSENGERS, OR

ANY

ANY HAZARD OR RISK TO SUCH PASSENGERS, TO

WITH

OTHER PERSONS OR PROPERTY, OR TO THE FLIGHT. SUBJECT TO THE PROVISIONS OF PARAGRAPH (D), THE PRESENT WILL NOT APPLY TO PASSENGERS

PHYSICAL DISABILITIES.

IN

- (D) THE PASSENGER FAILS TO OBSERVE THE INSTRUCTIONS OF THE CARRIER'S PERSONNEL.
- (E) THE PASSENGER REFUSES, UPON REQUEST, TO PROVIDE POSITIVE IDENTIFICATION, OR IS NOT

POSSESSION OF PASSPORTS, VISAS OR OTHER REQUIRED TRAVEL DOCUMENTATION.

DEVICES

- (F) THE PASSENGER REFUSES TO PERMIT EXAMINATION AND INSPECTION OF HIS PERSON, BAGGAGE OR GOODS. THE CARRIER SHALL NOT BE LIABLE FOR ANY DAMAGE TO ANY PROPERTY RESULTING FROM EXPOSURE TO ELECTRO-MAGNETIC X-RAY OR FLUOROSCOPIC METAL OR OTHER DETECTIVE

AS A RESULT OF ANY SEARCH.

THE

- (G) A PASSENGER UNDER THE AGE OF EIGHT (8) YEARS IS NOT ACCOMPANIED DURING THE CARRIAGE BY A PASSENGER OF AT LEAST SIXTEEN (16) YEARS OF AGE OR IF A PASSENGER HAVING ATTAINED EIGHT (8) YEARS OF AGE, TRAVELLING ALONE, IS NOT ACCOMPANIED TO THE AIRPORT AT THE TIME OF DEPARTURE BY AN ADULT WHO SHALL REMAIN AT

AIRPORT UNTIL AFTER FLIGHT DEPARTURE; OR

- (I) DOES NOT HOLD CONFIRMED RESERVATIONS THROUGH TO THE DESTINATION; OR
- (II) HAS NOT MADE ADVANCE ARRANGEMENTS FOR SUCH CARRIAGE WITH THE CARRIER, OR
- (III) HAS NOT HAD AN UNACCOMPANIED MINOR FORM SATISFACTORILY COMPLETED FOR SUCH PASSENGER; OR
- (IV) IF SATISFACTORY ASSURANCE IS NOT GIVEN TO THE CARRIER BY SUCH ADULT THAT SUCH PASSENGER WILL BE MET AT THE AIRPORT OF DESTINATION BY ANOTHER ADULT. THE CARRIER MAY REQUIRE SATISFACTORY EVIDENCE ESTABLISHING THE CHILD'S AGE

AT

THE DATE OF COMMENCEMENT OF CARRIAGE.

- (H) THE PASSENGER FAILS TO COMPLY WITH ALL LAWS, REGULATIONS, ORDERS, DEMANDS OR TRAVEL

REQUIREMENTS OF COUNTRIES TO BE FLOWN FROM,
INTO, OR OVER, AND WITH ALL RULES,

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REGULATIONS AND INSTRUCTIONS OF THE CARRIER.
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
COMPLYING WITH LAWS, REGULATIONS, ORDERS,
DEMANDS, REQUIREMENTS OR INSTRUCTIONS,
WHETHER GIVEN ORALLY OR IN WRITING, OR
OTHERWISE, OR FOR THE CONSEQUENCES TO ANY
PASSENGER RESULTING FROM HIS FAILURE TO
OBTAIN SUCH DOCUMENTS OR TO COMPLY WITH SUCH
LAWS, REGULATIONS, ORDERS, DEMANDS,
REQUIREMENTS OR INSTRUCTIONS.

(B) PASSENGER'S CONDUCT - PROHIBITED CONDUCT AND SANCTIONS

(1) PROHIBITED CONDUCT

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,
THE FOLLOWING CONSTITUTES PROHIBITED CONDUCT

WHERE

IT MAY BE NECESSARY, IN THE REASONABLE DISCRETION
OF THE CARRIER, TO TAKE ACTION TO ENSURE THE
PHYSICAL COMFORT OR SAFETY OF THE PERSON, OTHER
PASSENGERS (IN THE FUTURE AND PRESENT) AND/OR THE
CARRIER'S EMPLOYEES; THE SAFETY OF THE AIRCRAFT;
THE UNHINDERED PERFORMANCE OF THE CREW MEMBERS IN
THEIR DUTY ABOARD THE AIRCRAFT; OR THE SAFE AND
ADEQUATE OPERATION OF THE FLIGHT:

(A) THE PERSON, IN THE REASONABLE JUDGMENT OF A
RESPONSIBLE CARRIER EMPLOYEE, IS UNDER THE
INFLUENCE OF INTOXICATING LIQUORS OR DRUGS
(EXCEPT A MEDICAL PATIENT UNDER PROPER

CARE);

(B) THE PERSON'S CONDUCT, OR CONDITION IS OR HAS
BEEN KNOWN TO BE ABUSIVE, OFFENSIVE,
THREATENING, INTIMIDATING, VIOLENT, OR
OTHERWISE DISORDERLY, AND IN THE REASONABLE
JUDGMENT OF A RESPONSIBLE CARRIER EMPLOYEE
THERE IS A POSSIBILITY THAT SUCH PASSENGER
WOULD CAUSE DISRUPTION OR SERIOUS IMPAIRMENT
TO THE PHYSICAL COMFORT OR SAFETY OF OTHER
PASSENGER OR CARRIER'S EMPLOYEES, INTERFERE
WITH A CREW MEMBER IN THE PERFORMANCE OF HIS
DUTIES ABOARD CARRIER'S AIRCRAFT, OR

OTHERWISE JEOPARDIZE SAFE AND ADEQUATE

FLIGHT

OPERATIONS;

- (C) THE PERSON'S CONDUCT INVOLVES ANY UNUSUAL HAZARD OR RISK TO SELF OR TO OTHER PERSONS (INCLUDING, IN CASE OF PREGNANT PASSENGERS, UNBORN CHILDREN) OR TO PROPERTY;
- (D) THE PERSON FAILS TO OBSERVE THE INSTRUCTIONS OF THE CARRIER AND ITS EMPLOYEES, INCLUDING INSTRUCTIONS TO CEASE PROHIBITED CONDUCT;

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- (E) THE PERSON IS UNABLE/UNWILLING TO SIT IN THE SEAT WITH THE SEATBELT FASTENED;
- (F) THE PERSON SMOKES OR ATTEMPT TO SMOKE IN THE AIRCRAFT;
- (G) THE PERSON USES OR CONTINUES TO USE A CELLULAR TELEPHONE, A LAPTOP COMPUTER OR AN ELECTRONIC DEVICE ON BOARD THE AIRCRAFT

AFTER

BEING ADVISED TO CEASE SUCH USE BY A MEMBER OF THE CREW;

- (H) THE PERSON IS BAREFOOT;
- (I) THE PERSON (OTHER THAN ON-DUTY LAW ENFORCEMENT OFFICERS) IS WEARING OR HAS ON

OR

ABOUT HIS PERSON CONCEALED OR UNCONCEALED DEADLY OR DANGEROUS WEAPONS;

- (J) THE PERSON IS MANACLED AND IN CUSTODY OF LAW ENFORCEMENT PERSONNEL;
- (K) THE PERSON HAS RESISTED OR MAY REASONABLY BE BELIEVED TO BE CAPABLE OF RESISTING ESCORTS.

(2) SANCTIONS

WHERE, IN THE EXERCISE OF ITS REASONABLE DISCRETION, THE CARRIER DECIDES THAT THE

PASSENGER

HAS ENGAGED IN PROHIBITED CONDUCT DESCRIBED

ABOVE,

THE CARRIER MAY IMPOSE ANY COMBINATION OF THE FOLLOWING SANCTIONS:

- (A) REMOVAL OF THE PASSENGER AT ANY POINT;
- (B) PROBATION. THE CARRIER MAY STIPULATE THAT THE PASSENGER IS TO FOLLOW CERTAIN PROBATIONARY CONDITIONS, SUCH AS TO NOT ENGAGE IN PROHIBITED CONDUCT, IN ORDER FOR THE CARRIER TO PROVIDE TRANSPORT TO SAID PASSENGER. SUCH PROBATIONARY CONDITIONS MAY BE IMPOSED FOR ANY LENGTH OF TIME, WHICH, IN THE EXERCISE OF THE CARRIER REASONABLE

DISCRETION, IS NECESSARY TO ENSURE THAT PASSENGER'S CONTINUED COMPLIANCE IN

CONTINUED

(C) AVOIDANCE OF PROHIBITED CONDUCT, AND;
REFUSE TO TRANSPORT THE PASSENGER. THE LENGTH OF SUCH REFUSAL TO TRANSPORT MAY

RANGE

FROM A ONE-TIME TO AN INDEFINITE UP TO LIFETIME BAN. THE LENGTH OF THE REFUSAL PERIOD WILL BE IN THE CARRIER'S REASONABLE DISCRETION, AND WILL BE FOR A PERIOD COMMENSURATE WITH THE NATURE OF THE PROHIBITED CONDUCT AND UNTIL THE CARRIER IS SATISFIED THAT THE PASSENGER NO LONGER CONSTITUTES A THREAT TO THE SAFETY OF THE OTHER PASSENGERS, CREW OR THE AIRCRAFT OR TO THE COMFORT OF THE OTHER PASSENGERS OR CREW; THE UNHINDERED PERFORMANCE OF THE CREW

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MEMBERS IN THEIR DUTY ABOARD THE AIRCRAFT;

OR

THE SAFE AND ADQUATE OPERATION OF THE

FLIGHT.

THE FOLLOWING CONDUCT WILL AUTOMATICALLY RESULT IN AN INDEFINITE UP TO LIFETIME BAN:

- (I) THE PERSON CONTINUES TO INTERFERE WITH PERFORMANCE OF A CREW MEMBER'S DUTIES NOTWITHSTANDING VERBAL WARNINGS BY THE CREW TO STOP SUCH BEHAVIOR;
- (II) THE PERSON INJURES OR SUBJECTS TO A CREDIBLE THREAT OF INJURY A CREW MEMBER OR OTHER PASSENGER;
- (III) THE PERSON HAS A CONDUCT THAT REQUIRES AN UNSCHEDULED LANDING AND/OR THE USE

OF

- RESTRAINTS SUCH AS TIES OR HANDCUFFS;
- (IV) THE PERSON REPEATS A PROHIBITED CONDUCT AFTER RECEIVING A NOTICE OF PROBATION

AS

MENTIONED IN (2) (B) ABOVE;

- (D) THESE REMEDIES ARE WITHOUT PREJUDICE TO THE CARRIER'S OTHER RIGHTS AND RECOURSES, NAMELY TO SEEK RECOVERY OF ANY DIRECT OR INDIRECT DAMAGE THAT MAY RESULT OR RESULTING FROM THE PROHIBITED CONDUCT OR AS OTHERWISE PROVIDED IN THE CARRIER'S TARIFFS, OR THE FILING OF CRIMINAL OR STATUTORY CHARGES.
- (E) NOTWITHSTANDING THE ABOVE, A PERSON WHO IS

REFUSED CARRIAGE FOR AN INDEFINITE PERIOD OF TIME, UP TO A LIFETIME BAN, OR TO WHOM A PROBATION NOTICE IS SERVED MAY PROVIDE TO

THE

CARRIER, IN WRITING, THE REASONS WHY HE/SHE NO LONGER POSES A THREAT TO THE SAFETY

AND/OR

COMFORT OF PASSENGERS AND/OR CREW, OR TO THE SAFETY OF THE AIRCRAFT. SUCH PETITION MAY

BE

SENT TO THE ADDRESS PROVIDED IN THE REFUSAL TO CARRY NOTICE OR THE NOTICE OF PROBATION. THE CARRIER WILL RESPOND TO THE PETITIONER WITHIN A REASONABLE PERIOD OF TIME AND WILL THEREIN PROVIDE AS ASSESSMENT AS TO THE NEED OR NOT TO PROLONG THE BAN OR TO MAINTAIN THE PROBATION PERIOD.

(C) LIABILITY FOR REFUSAL TO TRANSPORT AND FOR FAILURE TO OPERATE ON SCHEDULE

(1) THE CARRIER IS NOT LIABLE FOR ITS REFUSAL TO TRANSPORT ANY PASSENGER IN ACCORDANCE WITH RULE

6.

SUBJECT TO RULE 5(C) (1), WHERE A PASSENGER INCURS A SCHEDULE IRREGULARITY (DELAY) OF NOT LESS THAN SIX (6) HOURS INVOLVING A FLIGHT OPERATED BY TS

OR

IF THE PASSENGER IS UNABLE TO BOARD THE FLIGHT ON WHICH SPACE WAS BOOKED AS A RESULT OF {C}A CANCELLATION:

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(A) THE CARRIER WILL TRANSPORT THE PASSENGER WITHOUT STOPOVER ON ITS NEXT FLIGHT ON WHICH SPACE IS AVAILABLE AND IN THE SAME CLASS OF SERVICE AS HIS ORIGINAL FLIGHT.

(B) IF THE CARRIER IS UNABLE TO PROVIDE REASONABLE ALTERNATIVE TRANSPORTATION ON ITS SERVICES, THE CARRIER WILL ARRANGE TRANSPORTATION ON THE SERVICES OF OTHER CARRIERS OR COMBINATION OF CARRIERS WITH

WHOM

THE CARRIER HAS INTERLINE TRAFFIC AGREEMENTS FOR SUCH TRANSPORTATION. IN SUCH CASES, THE PASSENGER WILL BE TRANSPORTED WITHOUT STOPOVER AND AT NO ADDITIONAL COSTS TO HIMSELF, IN THE SAME CLASS OF SERVICE AS APPLIED TO HIS ORIGINAL OUTBOUND FLIGHT ON THE CARRIER.

(C) IN THE EVENT THAT SPACE ON THE CARRIER IS

ONLY AVAILABLE IN A LOWER CLASS OF SERVICE THAN WAS RESERVED BY THE PASSENGER FOR THE ORIGINAL FLIGHT, OR ANY ONE OR MORE OF THE ORIGINAL FLIGHTS, AS THE CASE MAY BE, THE CARRIER WILL, AT THE OPTION OF THE

PASSENGER,

- (I) PROVIDE SPACE TO THE PASSENGER AT THE LOWER CLASS OF SERVICE AND REFUND THE DIFFERENCE IN FARES, OR
- (II) PROVIDE A FULL REFUND OF THE UNUSED PORTION OF THE FARE PAID BY THE PASSENGER.

- (D) IF THE CARRIER IS UNABLE TO PROVIDE REASONABLE ALTERNATIVE TRANSPORTATION ON ITS SERVICES OR ON THE SERVICES OF OTHER CARRIER(S), IN THE EVENT OF A DELAY OF AT LEAST 24 HOURS OR OF

CANCELLATION/OVERBOOKING

OF A FLIGHT ON WHICH THE BOOKING WAS MADE, THEN IT WILL REFUND THE UNUSED TICKET OR PORTIONS THEREOF.

- (D) TRANSPORTATION OF A PERSON WITH A DISABILITY

(A) DEFINITIONS

"AMBULATORY" MEANS A PASSENGER WHO IS ABLE TO

MOVE

ABOUT WITHIN THE AIRCRAFT CABIN UNASSISTED.

"NON-AMBULATORY" MEANS A PASSENGER WHO IS NOT

ABLE

TO MOVE ABOUT WITHIN THE AIRCRAFT UNASSISTED.

"NON-SELF-RELIANT" MEANS A PERSON WHO IS

INCAPABLE

OF SELF-CARE DURING FLIGHT AND THEREFORE

DEPENDENT

UPON A PERSONAL ATTENDANT.

"SELF-RELIANT" MEANS A PERSON WHO IS INDEPENDENT, SELF-SUFFICIENT AND CAPABLE OF TAKING CARE OF ALL PHYSICAL NEEDS DURING FLIGHT, AND WHO REQUIRES NO SPECIAL OR UNUSUAL ATTENTION BEYOND THAT AFFORDED

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TO THE GENERAL PUBLIC, EXCEPT THAT ASSISTANCE IN BOARDING OR DEPLANING MAY BE REQUIRED.

"PERSONAL ATTENDANT (ASSISTANT)" MEANS A PERSON WHO TRAVELS WITH A PERSON WITH A DISABILITY TO PROVIDE A SERVICE RELATED TO A DISABILITY THAT IS NOT USUALLY PROVIDED BY THE CARRIER'S STAFF.

- (B) ACCEPTANCE OF A PASSENGER WITH A DISABILITY

- (I) THE CARRIER WILL ACCEPT THE DETERMINATION

OF

A PERSON WITH A DISABILITY AS TO SELF-RELIANCE. WHEN A PASSENGER HAS ADVISED THE CARRIER OF HIS/HER SELF-RELIANCE, THE CARRIER SHALL NOT REFUSE SUCH PASSENGER TRANSPORTATION ON THE BASIS THAT THERE IS A LACK OF ESCORT OR THAT THE PASSENGER MAY REQUIRE ADDITIONAL ATTENTION FROM THE CARRIER'S EMPLOYEES, UNLESS FOR SAFETY

REASONS

- (III) MEDICAL CLEARANCE: - THE CARRIER RESERVES THE RIGHT TO REQUIRE CLEARANCE FROM ITS MEDICAL SERVICES IF TRAVEL INVOLVES ANY UNUSUAL RISK OR HAZARD TO THE PASSENGER OR TO OTHER PERSONS INCLUDING, IN CASES OF PREGNANT PASSENGERS,

UNBORN

CHILDREN.

- (IV) THE CARRIER WILL REFUSE TO TRANSPORT, OR WILL REMOVE AT ANY POINT, ANY PASSENGER WHOSE ACTIONS OR INACTIONS PROVE TO THE CARRIER THAT HIS MENTAL OR PHYSICAL CONDITION IS SUCH AS TO RENDER HIM INCAPABLE OF CARING FOR HIMSELF/HERSELF WITHOUT ASSISTANCE, UNLESS HE IS ACCOMPANIED BY AN ATTENDANT WHO WILL BE RESPONSIBLE FOR CARING FOR HIM/HER EN ROUTE AND, WITH THE CARE OF SUCH AN ATTENDANT, HE/SHE WILL NOT REQUIRE UNREASONABLE ATTENTION OR ASSISTANCE FROM EMPLOYEES OF THE CARRIER.

- (C) SEATING RESTRICTIONS

PASSENGERS WITH A DISABILITY WILL NOT BE

PERMITTED

TO OCCUPY SEATS IN DESIGNATED EMERGENCY EXIT

ROWS,

IN OVER-WING EMERGENCY EXIT ROWS, WHERE THE VENTRAL STAIR MAY HAVE TO BE USED AS AN EMERGENCY EXIT, OR ON THE UPPER DECK OF THE AIRCRAFT.

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- (D) RESERVATIONS

RESERVATIONS SHOULD BE MADE AT LEAST 48 HOURS IN ADVANCE OF TRAVEL, ADVISING THE CARRIER AS TO THE NATURE OF THE DISABILITY AND ASSISTANCE REQUIRED, SO THAT ARRANGEMENTS CAN BE MADE. THE CARRIER WILL MAKE EVERY EFFORT TO ACCOMMODATE PASSENGERS WHO FAIL TO MAKE RESERVATIONS 48 HOURS IN

ADVANCE.

- (E) ACCEPTANCE OF MOBILITY AIDS

IN ADDITION TO THE REGULAR FREE BAGGAGE

ALLOWANCE,

PROVIDED THE CARRIER WILL ACCEPT THE FOLLOWING ITEMS WHICH MUST BE STOWED IN THE BAGGAGE COMPARTMENT,

THAT THEIR SIZE WILL FIT THROUGH THE PLANNED AIRCRAFT HOLD DOORS SAFELY: (DOOR SIZE DIMENSIONS PER AIRCRAFT TYPE ARE OUR WEBSITE WWW.AIRTRANSAT.COM)

- (I) MANUALLY OPERATED WHEELCHAIRS AND WALKERS.
- (II) WHEELCHAIRS WITH NON-SPILLABLE BATTERIES, WITH TERMINALS DISCONNECTED FROM POWER SOURCE. SERVICE REGARDING THE ASSEMBLY AND DISASSEMBLY OF SUCH MOBILITY AIDS WILL BE PROVIDED BY THE CARRIER.
- (III) FOR FLIGHT SAFETY REASONS, WHEELCHAIRS WITH SPILLABLE WET CELL BATTERIES ARE NO LONGER PERMITTED ON BOARD.
- (IV) CRUTCHES AND CANES MAY BE RETAINED IN THE PASSENGER'S CUSTODY PROVIDED THEY ARE STOWED IN ACCORDANCE WITH THE CARRIER'S SAFETY REGULATIONS.
- (F) SERVICE ANIMAL TRAINED TO ASSIST A PERSON WITH A

DISABILITY

THE CARRIER WILL ACCEPT FOR TRANSPORTATION, WITHOUT CHARGE, PROVIDED THAT THE ANIMAL IS PROPERLY HARNESSSED OR IDENTIFIED

AND

CERTIFIED AS HAVING BEEN TRAINED BY A PROFESSIONAL INSTITUTION.

SOME ASSISTANCE ANIMALS MAY NOT HAVE BEEN TRAINED BY A RECOGIZED

PROFESSIONAL SERVICE ANIMAL INSTITUTION BECAUSE OF THE TYPE OF TASKS THEY PERFORM FOR PERSONS WITH DISABILITIES OR FOR EMOTIONAL SUPPORT ANIMALS. THE CARRIER MAY REQUIRE MORE INFORMATION ABOUT THE REQUIREMENTS AND WILL ASK THE PASSENGER TO EXPLAIN HOW THE ANIMAL PROVIDES DISABILITY-RELATED ASSISTANCE, INCLUDING ADDITIONAL INFORMATION OR MEDICAL DOCUMENTATION, INFORMATION ABOUT THE ANIMAL'S TRAINING AND BEHAVIOUR IN PUBLIC SETTINGS, PROVIDE PROOF OF ANY TRAINING OR ASSURANCES ABOUT THE ANIMAL'S BEHAVIOUR.

* FOR THE COMFORT OF ALL PASSENGERS, THE CARRIER'S STAFF WILL DETERMINE,

IN CONSULTATION WITH THE PERSON WITH A DISABILITY, WHERE THE PERSON AND SERVICE ANIMAL WILL BE SEATED AND HOW MUCH ROOM WILL BE PROVIDED, INCLUDING ADDITIONAL SEATS WHERE REQUIRED. SERVICE ANIMALS WILL NOT BE

CARRIED UNLESS PROPER PERMITS ARE OBTAINED FOR ENTRY INTO THE COUNTRIES OF TRANSIT/FINAL DESTINATION, AND SUCH PERMITS ARE PRESENTED PRIOR TO COMMENCEMENT OF TRAVEL. SHOULD INJURY TO OR DEATH OF A SERVICE ANIMAL RESULT FROM THE FAULT

OR

NEGLIGENCE OF THE CARRIER, THE CARRIER WILL

UNTAKE

TO PROVIDE EXPEDITIOUSLY, AND AT ITS OWN EXPENSE, FOR MEDICAL CARE, AND IF NECESSARY, REPLACEMENT

OF

THE ANIMAL.

(E) CARRIAGE OF CHILDREN

- (1) ACCOMPANIED - CHILDREN UNDER 12 YEARS OF AGE ARE ACCEPTED FOR TRANSPORTATION WHEN ACCOMPANIED ON THE SAME FLIGHT AND IN THE SAME COMPARTMENT BY A

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PASSENGER AT LEAST SIXTEEN (16) YEARS OF AGE.

- (2) UNACCOMPANIED - CARRIAGE IS TO BE SOLELY ON THE CARRIER'S FLIGHT AND WILL IN NO CIRCUMSTANCES INVOLVE INTERLINING. THE CARRIER MUST BE AT ADVISED AT LEAST 72 HOURS IN ADVANCE OF TRAVEL. THE FOLLOWING CONDITIONS WILL APPLY:

- * (A) UNDER 8 YEARS, NOT ACCEPTED UNDER ANY CONDITIONS.

- * (B) AGES 8 TO 11 INCLUSIVE, ACCEPTED PROVIDING:

- (I) THE CHILD IS BROUGHT TO THE AIRPORT BY

A

PARENT OR RESPONSIBLE ADULT.

- (II) RESERVATIONS ARE CONFIRMED THROUGH TO DESTINATION.

- (III) THE CHILD WILL BE MET AND TAKEN INTO CUSTODY OF A RESPONSIBLE ADULT AT STOPOVERS AND DESTINATION.

- (IV) THE UNACCOMPANIED MINOR FORM IS COMPLETED.

- * (V) THE PARENT OR GUARDIAN REMAINS AT THE AIRPORT UNTIL AIRCRAFT IS AIRBORNE AND CLEARANCE TO DEPART HAS BEEN PROVIDED BY THE CARRIER.

- (VI) THE CHILD POSSESSES WRITTEN INFORMATION SHOWING THE NAME AND ADDRESS OF THE RESPONSIBLE ADULT MEETING THE CHILD AT DESTINATION.

- (VII) THE FLIGHT ON WHICH SPACE IS HELD IS

NOT

EXPECTED TO TERMINATE SHORT OF, OR

BYPASS THE DESTINATION BECAUSE OF WEATHER CONDITIONS.

(VIII) PRIOR TO RELEASING CUSTODY OF AN UNACCOMPANIED CHILD, THE AGENT MUST OBTAIN POSITIVE IDENTIFICATION OF THE RESPONSIBLE PARTY MEETING THE CHILD AND THE SIGNATURE OF THE SAID PARTY. A HANDLING FEE OF CAD \$100 PER FLIGHT SEGMENT PER CHILD APPLIES.

*

(C) HANDLING UNACCOMPANIED CHILDREN IN

SITUATIONS

INVOLVING IRREGULAR OPERATIONS:

(I) THE CARRIER WILL ADVISE THE CONTACT AT DESTINATION IF THE CHILD IS TO ARRIVE

AT

DESTINATION BY OTHER THAN THE ORIGINAL FLIGHT. IF THE CARRIER IS UNABLE TO REACH THE CONTACT AT DESTINATION, IT WILL ADVISE THE CONTACT AT ORIGIN.

(II) THE CARRIER WILL ASSUME CUSTODY OF THE CHILD IN CASE OF DIVERSION OF FLIGHT.

(III) PRIOR TO RELEASING CUSTODY OF AN

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UNACCOMPANIED CHILD, THE AGENT MUST OBTAIN POSITIVE IDENTIFICATION OF THE RESPONSIBLE PARTY MEETING THE CHILD AND THE SIGNATURE OF THE SAID PARTY.

(3) RESPONSIBILITIES OF THE CARRIER - THE CARRIER

WILL

ENSURE THE SAFETY, SECURITY AND GENERAL WELL-

BEING

OF UNACCOMPANIED MINORS, BUT WILL NOT ASSUME ANY FINANCIAL OR GUARDIANSHIP RESPONSIBILITY FOR THEM BEYOND THOSE APPLICABLE TO AN ADULT PASSENGER.

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TITLE/APPLICATION - 70

CARRIAGE OF BAGGAGE AND CARGO (SUBJECT TO RULE 21)

(A) BAGGAGE

THE CARRIER WILL ACCEPT FOR TRANSPORTATION AS BAGGAGE SUCH PERSONAL PROPERTY AS IS NECESSARY FOR THE WEAR, USE, COMFORT OR CONVENIENCE OF THE PASSENGER FOR THE PURPOSES OF THE TRIP, SUBJECT TO THE FOLLOWING CONDITIONS:

(1) ALL BAGGAGE MUST BE SUITABLY EXTERNALLY

IDENTIFIED

AND PACKED IN A MANNER WHICH CAN WITHSTAND

ORDINARY HANDLING, OR BE OF A WEIGHT, SIZE OR CHARACTER WHICH RENDERS IT SUITABLE FOR TRANSPORTATION;

- (2) FRAGILE OR PERISHABLE ARTICLES, INCLUDING MEDICATION OR MEDICAL DEVICES, MONEY, JEWELRY, SILVERWARE, ELECTRONICS, LAPTOP COMPUTERS, PERSONAL AUDIO/VIDEO DEVICES, NEGOTIABLE DOCUMENTS, SECURITIES, SAMPLES OF BUSINESS DOCUMENTS OR OTHER VALUABLES (OTHER THAN ARTICLES OF CLOTHING) SHALL NOT BE ACCEPTED AS CHECKED BAGGAGE. ANY SUCH ITEMS DECLARED OR FOUND IN CHECKED BAGGAGE SHALL BE SUBJECT TO REMOVAL PRIOR TO THE BAGGAGE IN QUESTION BEING ACCEPTED FOR CARRIAGE BY THE CARRIER. THE CARRIER SHALL NOT

BE

LIABLE FOR DAMAGE TO FRAGILE, VALUABLE OR PERISHABLE ITEMS WHERE SUCH DAMAGE IS THE RESULT OF THE INHERENT DEFECT, QUALITY OR VICE OF THE ITEM IN QUESTION. UNSUITABLY OR INADEQUATELY PACKED ITEMS WILL BE ACCEPTED AT THE CARRER'S DISCRETION AND, WHERE ACCEPTED, COMPENSATION MAY BE DENIED AS A RESULT OF THE AFORE-MENTIONED FACTORS. THE CARRIER ASSUMES NO LIABILITY FOR

THE

DELAY IN DELIVERY OF ANY PERISHABLE ITEMS

ACCEPTED

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TITLE/APPLICATION - 70 (CONT)

AS CHECKED BAGGAGE UNLESS IT HAS FAILED TO TAKE ALL REASONABLE MEASURES TO AVOID SUCH DELAY.

- (3) NORMAL CARRIER LIABILITY, AS CONTAINED IN THIS RULE, WILL BE WAIVED FOR SUBSTANTIATED CLAIMS INVOLVING THE LOSS OF, DAMAGE TO, OR DELAY IN DELIVERY OF MOBILITY AIDS, WHEN SUCH ITEMS HAVE BEEN ACCEPTED INTO THE CARE OF THE CARRIER AS CHECKED BAGGAGE OR OTHERWISE. IF A MOBILITY AID IS DAMAGED OR LOST, THE CARRIER WILL IMMEDIATELY PROVIDE A SUITABLE TEMPORARY REPLACEMENT WITHOUT CHARGE. IF A DAMAGED AID CAN BE REPAIRED, THE CARRIER WILL ARRANGE, AT ITS EXPENSE, FOR THE PROMPT AND ADEQUATE REPAIR OF THE AID AND RETURN IT TO THE PASSENGER AS SOON AS POSSIBLE. IF A DAMAGED AID CANNOT BE REPAIRED OR IS LOST AND CANNOT BE LOCATED WITHIN 96 HOURS AFTER THE PASSENGER'S ARRIVAL, THE CARRIER WILL, AT ITS DISCRETION, REPLACE IT WITH AN IDENTICAL AID SATISFACTORY TO THE PASSENGER, OR REIMBURSE THE PASSENGER FOR THE REPLACEMENT COST OF THE AID.

*

- (4) EFFECTIVE 01 NOVEMBER 2016, EACH PASSENGER

(EXCLUDING INFANTS UNDER 2 YEARS OF AGE) WILL
HAVE THE FOLLOWING CHECKED
BAGGAGE ALLOWANCES AND FEES ON ALL ROUTES BETWEEN
CANADA AND THE UNITED STATES:

ECONOMY CLASS: ABC-ECO-ECO & ECO-PROMO=FIRST
CHECKED BAG
UP TO 23 KGS - \$25 CAD. SECOND CHECKED BAG UP TO
23KGS - \$35 CAD. THIRD AND SUBSEQUENT PIECES OF

CHECKED

BAGGAGE UP TO 23 KGS - \$200 CAD. ABC-ECO-EXTRA
=FIRST CHECKED BAG

CHECKED

UP TO 23 KGS - \$0 CAD. SECOND CHECKED BAG UP TO
23KGS - \$35 CAD. THIRD AND SUBSEQUENT PIECES OF
BAGGAGE UP TO 23 KGS - \$200 CAD.
ABC-ECO-MAX=FIRST CHECKED BAG UP TO 23 KGS - \$0
CAD.

SECOND CHECKED BAG UP TO 23KGS- \$35 CAD. THIRDS AND
SUBSEQUENT PIECES OF CHECKED

BAGGAGE UP TO 23KGS - \$200 CAD.
PACKAGE PURCHASE PASSENGERS=FIRST CHECKED BAG
UP TO 23 KGS - \$0 CAD. SECOND CHECKED BAG UP TO
23KGS - \$35 CAD. THIRD AND SUBSEQUENT PIECES OF

CHECKED

BAGGAGE UP TO 23 KGS - \$200 CAD. CRUISE
PASSENGERS WITH VOUCHER=FIRST CHECKED BAG
UP TO 28 KGS - \$0 CAD. SECOND CHECKED BAG UP TO
23KGS - \$35 CAD. THIRD AND SUBSEQUENT PIECES OF

CHECKED

BAGGAGE UP TO 23 KGS - \$200 CAD.
OPTION PLUS: ABC-ECO-ECO & ECO-PROMO = FIRST
CHECKED BAG

UP TO 23 KGS - \$0 CAD. SECOND CHECKED BAG UP TO
23KGS - \$35 CAD. THIRD AND SUBSEQUENT PIECES OF

CHECKED

BAGGAGE UP TO 23 KGS - \$200 CAD. ABC-ECO-EXTRA
& ECO-MAX=FIRST CHECKED BAG
UP TO 23 KGS - \$0 CAD. SECOND CHECKED BAG UP TO
23KGS - \$0 CAD. THIRD AND SUBSEQUENT PIECES OF

CHECKED

BAGGAGE UP TO 23 KGS - \$200 CAD. PACKAGE
PURCHASE PASSENGERS =
FIRST CHECKED BAG UP TO 23 KGS - \$0 CAD. SECOND
CHECKED BAG UP TO

23KGS - \$0 CAD. THIRD AND SUBSEQUENT PIECES OF

CHECKED

BAGGAGE UP TO 23 KGS - \$200 CAD. CRUISE
PASSENGERS =FIRST CHECKED BAG
UP TO 23 KGS - \$0 CAD. SECOND CHECKED BAG UP TO
23KGS - \$0 CAD. THIRD AND SUBSEQUENT PIECES OF

CHECKED

BAGGAGE UP TO 23 KGS - \$200 CAD.

CLUB CLASS:

FIRST CHECKED BAG UP TO 25 KGS - \$0 CAD. SECOND CHECKED BAG UP TO 25KGS - \$0 CAD. THIRD AND SUBSEQUENT PIECES OF

CHECKED

BAGGAGE UP TO 25 KGS - \$200 CAD.

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0007

TITLE/APPLICATION - 70 (CONT)

*
BOOSTER SEAT AND ONE
CARRIED FREE OF CHARGE;

(I) ONE APPROVED CAR SEAT OR ONE
STROLLER PER CHILD/INFANT

NOTE:

THE FOLLOWING ARTICLES WILL BE SUBJECT TO THE RATES NOTED:
WINDSURFING BOARD, NO MORE THAN 12 FEET LONG, WITH MAST AND SAIL DETACHED AND PACKED SEPARATELY FROM BOARD: CAD/USD \$100.00 PER FLIGHT SEGMENT. BICYCLES: CAD/USD \$50.00 PER FLIGHT SEGMENT. ALL OTHER SPORTING EQUIPMENT IS SUBJECT TO STANDARD PER PIECE FEES.

FOR ALL PASSENGERS:
ADDITIONAL

ANY CHECKED BAG BETWEEN 24-32KGS IS OVERWEIGHT AND PAYABLE AT \$75 IN

TO ANY APPLICABLE PER PIECE FEES.

ADDITIONAL

EXCEPTION: CLUB CLASS: ANY CHECKED BAG BETWEEN 26-32KGS IS OVERWEIGHT AND PAYABLE AT \$75 IN

TO ANY APPLICABLE PER PIECE FEES.

ALL ITEMS OF SPORTING EQUIPMENT ARE CONSIDERED AS CHECKED

FOLLOWING. PRICES AND

BAGGAGE AND CHARGED PER PIECE EXCEPT AS NOTED

WEIGHTS INDICATED ARE VALID PER FLIGHT SEGMENT. APPLICABLE TAXES ARE NOT INCLUDED. IN AIRPORTS OUTSIDE OF CANADA, PRICES MAY VARY AND WILL BE CHARGED IN THE CURRENCY OF THE DEPARTURE CITY. A PIECE OF CHECKED BAGGAGE SHALL

NOT EXCEED 158 CM IN TOTAL DIMENSION (LXWXH) AND 32 KILOS IN WEIGHT, OTHERWISE BAGGAGE SHALL BE SHIPPED AS CARGO AND CARGO CHARGES SHALL APPLY. IN ADDITION TO THE BAGGAGE ALLOWANCE, ONE OF THE FOLLOWING ARTICLES OF BAGGAGE MAY BE CARRIED

WITHOUT

ADDITIONAL CHARGE

- (5) BAGGAGE (EQUIVALENT TO HAND LUGGAGE) THE DIMENSIONS OF WHICH DO NOT EXCEED 23 CM X 40 CM X

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
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TITLE/APPLICATION - 70 (CONT)

DOES

51 CM (9" X 16" X 20) AND THE WEIGHT OF WHICH

BY

NOT EXCEED 10 KILOGRAMS IN ECONOMY AND 15 KG IN CLUB CLASS MAY BE CARRIED ON BOARD THE AIRCRAFT

THE PASSENGER PROVIDED THAT, AT THE SOLE DISCRETION OF THE CARRIER, IT IS SUITABLE TO BE STOWED IN THE PASSENGER COMPARTMENT OF THE AIRCRAFT AND IS NOT OTHERWISE OFFENSIVE OR OBJECTIONABLE TO ANY OTHER PASSENGERS.

- (6) ARTICLES OF BAGGAGE OR GOODS WILL NOT BE CARRIED WHEN SUCH ARTICLES ARE LIKELY TO ENDANGER THE AIRCRAFT, PERSON OR PROPERTY, ARE LIKELY TO BE DAMAGED BY AIR CARRIAGE, ARE UNSUITABLY TAGGED OR PACKED, OR THE CARRIAGE OF WHICH WOULD VIOLATE

THE

LAWS, REGULATIONS, OR ORDERS OF COUNTRIES TO BE FLOWN FROM, INTO, OR OVER.

- (7) IF THE WEIGHT, SIZE OR CHARACTER RENDERS IT UNSUITABLE FOR CARRIAGE ON THE AIRCRAFT, THE CARRIER, PRIOR TO DEPARTURE OF THE FLIGHT, WILL REFUSE TO CARRY THE PASSENGER'S BAGGAGE OR GOODS OR ANY PART THEREOF. THE FOLLOWING ARTICLES WILL BE CARRIED ONLY WITH PRIOR CONSENT OF THE

CARRIER:

- (A) FIREARMS OF ANY DESCRIPTION - FIREARMS FOR SPORT PURPOSES WILL BE CARRIED AS BAGGAGE PROVIDED REQUIRED ENTRY PERMITS ARE IN THE POSSESSION OF THE PASSENGER FOR THE COUNTRY OF DESTINATION AND PROVIDED THAT SUCH FIREARMS ARE DISASSEMBLED OR PACKED IN A SUITABLE CASE. THE PROVISIONS OF THIS PARAGRAPH DO NOT APPLY TO LAW ENFORCEMENT OFFICERS TRAVELING IN THE LINE OF DUTY AND CARRYING LEGALLY PRESCRIBED SIDE ARMS OR OTHER SIMILAR WEAPONS.

- (B) EXPLOSIVES, AMMUNITION, CORROSIVES,

FLAMMABLES, OR OTHERWISE DANGEROUS MATERIAL;
(C) ANY SHARP OR POINTED ARTICLE SUCH AS KNIFE,
SCISSORS, NAIL FASTENERS, OR ANYTHING THAT
COULD BE USED AS A WEAPON;
(D) ELECTRONIC OR MOTORIZED EQUIPMENT;
(E) OBJECTS OF ART;
(F) LIVE ANIMALS;
(G) PERISHABLE ITEMS.

(B) MUSICAL INSTRUMENTS
THE CARRIER DOES NOT ALLOW THE PURCHASE OF
ADDITIONAL SEATS FOR THE PURPOSE OF CARRYING A MUSICAL
INSTRUMENT. MUSICAL INSTRUMENTS NOT EXCEEDING A WEIGHT OF 10
KG (22LBS) AND A DIMENSION OF 23 X 40 X51 CM (9X16X20
IN) (INCLUDING WHEELS AND HANDLES) ARE ACCEPTED IN THE
CABIN AS A CARRY-ON. SUCH A MUSICAL INSTRUMENT IN THE
CABIN REPLACES THE CARRY-ON BAGGAGE ALLOWED. ALL
INSTRUMENTS IN THE CABIN MUST BE STOWED IN THE OVERHEAD BIN OR
UNDER THE SEAT. INSTRUMENTS EXCEEDING THIS SIZE OR
WEIGHT WILL HAVE TO BE CHECK-IN.
IF THE MUSICAL INSTRUMENT EXCEEDS THE
QUANTITY/DIMENSIONS/ WEIGHT OF THE CARRY-ON BAGGAGE ALLOWANCE AND
WEIGHS LESS THAN 32 KG (70LBS), IT WILL BECOME PART OF YOUR
CHECKED BAGGAGE ALLOWANCE, WHICH WHEN EXCEEDED IS SUBJECT
TO ANY APPLICABLE EXCESS BAGGAGE CHARGES. TO PREVENT ANY
DAMAGE, WE ADVISE STORING THE MUSICAL INSTRUMENT IN A
PROTECTIVE HARD CASE.
EXCEEDING FOR INFORMATION ON INDIVIDUAL PIECES OF BAGGAGE
CARGO 32 KG (70LBS) IN WEIGHT, CONTACT THE CARRIER'S
DEPARTMENT.

(C) CARGO
CARRIER'S ACCEPTANCE OF CARGO ONBOARD ANY FLIGHT,
SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS:
(1) THE CARRIER SHALL HAVE THE RIGHT, BUT NOT
OBLIGATION, TO MAKE SUCH INSPECTIONS OF CARGO AS
IT DEEMS NECESSARY OR APPROPRIATE, WITH OR
WITHOUT

EXISTENCE

THE SHIPPER'S CONSENT OR KNOWLEDGE. THE

OR EXERCISE OF SUCH RIGHT SHALL NOT BE CONSTRUED

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY

IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0007

TITLE/APPLICATION - 70 (CONT)

AS AN AGREEMENT, EXPRESSED OR IMPLIED, BY THE CARRIER TO CARRY SUCH CARGO AS WOULD OTHERWISE BE PRECLUDED FROM CARRIAGE IN ACCORDANCE WITH THIS TARIFF.

- (2) THE CARRIER SHALL NOT BE LIABLE FOR ANY DAMAGE TO ANY CARGO RESULTING FROM EXPOSURE TO ELECTRO-MAGNETIC X-RAY OR FLUOROSCOPIC METAL OR OTHER DETECTING DEVICES AS A RESULT OF ANY SUCH INSPECTIONS.
- (3) ALL CARGO PRESENTED FOR CARRIAGE SHALL BE CRATED OR OTHERWISE SUITABLY ENCLOSED AND BE OF WEIGHT, SIZE AND CHARACTER THAT IS SUITABLE FOR CARRIAGE ON THE AIRCRAFT.
- (4) CARRIAGE OF ANIMALS: ONLY DOMESTIC CATS AND DOGS ARE ACCEPTED FOR CARRIAGE. ALL OTHER ANIMALS, EXCEPT CERTIFIED SERVICE ANIMALS, ARE

NOT

ACCEPTED ON THE CARRIER'S FLIGHTS. PASSENGERS MUST BE OF AT LEAST SIXTEEN (16) YEARS OF AGE, AND BE IN POSSESSION OF ALL ANIMAL-RELATED HEALTH AND VACCINATION DOCUMENTS REQUIRED BY THE COUNTRY OF DESTINATION.

MUST NOT TRAVEL ON A CONNECTING FLIGHT THE FOLLOWING CONDITIONS WILL APPLY:

- * (A) A FEE OF CAD \$150.00 FOR ALL SEGMENTS, WILL BE CHARGED FOR CARRIAGE OF ANIMALS IN THE CARGO HOLD.
- (B) ANIMAL MUST TRAVEL IN A CAGE SUPPLIED BY THE PASSENGER WITH THE NAME OF THE ANIMAL

WRITTEN

ON IT.

- (C) ANIMAL MUST BE IN AN IATA APPROVED CAGE FOR AIR TRANSPORTATION. PLAIN RIGID PLASTIC IS MANDATORY. CAGE OF THE WIRE-KIND OR ANY OTHER MATERIAL WILL NOT BE ACCEPTED (DOOR

CAN

BE OF WIRE-KIND).

- (D) CAGE MUST BE BIG ENOUGH FOR THE ANIMAL(S) TO STAND-UP, TURN-AROUND AND LIE DOWN ACCORDING TO NUMBER OF ANIMALS INSIDE.
- (E) ONLY ONE (1) ANIMAL PER CAGE IS ACCEPTED,

AND

NO ANIMAL UNDER 12 WEEKS OF AGE MAY TRAVEL ALONE. EXCEPTIONS TO THIS ARE AS FOLLOWS:

DOGS AND CATS: A MOTHER WITH PUPPIES OR A MOTHER WITH KITTENS BETWEEN 6-12 WEEKS OLD, OR, UP TO 3 PUPPIES OR KITTENS FROM THE SAME LITTER BETWEEN 8 WEEKS TO 6 MONTHS. THE

CAGE

MUST ALWAYS BE BIG ENOUGH TO ACCOMMODATE ALL THE ANIMALS.

NOTE: NO ANIMALS OF ANY KIND, EXCEPT

SERVICE

ANIMALS AS PER PARAGRAPH (B) (4), ARE

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0007

TITLE/APPLICATION - 70 (CONT)

ACCEPTED ON FLIGHTS GOING TO, OR
CONNECTING IN HAWAII.

(F) ANIMALS THAT APPEAR AGGRESSIVE, UNRULY, ILL OR
IN
DISTRESS MAY BE DENIED TRANSPORT.

FOR CARRIAGE IN THE CABIN:

- i) A FEE OF CDN \$50.00 PER FLIGHT SEGMENT WILL BE CHARGED FOR CARRIAGE OF ANIMAL IN THE CABIN.
- ii) ANIMAL MUST BE AT LEAST 12 WEEKS OLD AND FULLY WEANED
- iii) ANIMAL MUST TRAVEL IN AN APPROVED FOR AIR TRANSPORTATION LEAK-PROOF, SOFT-SIDED AND WELL VENTILATED CARRIER SUPPLIED BY THE PASSENGER.
- iv) CARRIER MUST BE BIG ENOUGH TO ALLOW THE ANIMAL TO STAND, TURN OR LAY DOWN SAFELY AND COMFORTABLY.
- v) THE ANIMAL MUST REMAIN IN THE CARRIER FOR THE ENTIRE DURATION OF THE FLIGHT AND NO PART OF THE ANIMAL MAY EXTEND OUTSIDE OF THE CARRIER.
- vi) THE CARRIER MUST FIT AND REMAIN UNDER THE SEAT IN FRONT OF THE PASSENGER.
- vii) PASSENGER MAY BE REQUIRED TO RELOCATE THEIR SEAT IN THE CABIN IF THERE IS AN ALLERGIC PASSENGER ON BOARD ALLOWING A MINIMUM OF 5 ROW SEPARATION.
- viii) THE WEIGHT OF THE ANIMAL, INCLUDING THE CARRIER, CANNOT EXCEED 10 KILOGRAMS AND THE SIZE OF THE CONTAINER MUST BE A MAXIMUM OF 55X35X35CM
- ix) THE PET CARRIER COUNTS AS ONE ITEM AS PER THE CARRY-ON ALLOWANCE.
- x) PASSENGER CANNOT BE SEATED IN EXIT OR BULKHEAD SEATS OR IN CLUB CLASS
- xi) PASSENGER CANNOT TRANSPORT AN ANIMAL IN ADDITION TO

MEDICAL EQUIPMENT THAT MUST ALSO BE STOWED UNDER THE SEAT IN FRONT OF THE PASSENGER.

xii) ANIMAL THAT APPEARS AGGRESSIVE, UNRULY, ILL OR IN DISTRESS

MAY BE DENIED FOR TRANSPORT.

xiii) A MAXIMUM OF ONE (1) ANIMAL PER PASSENGER IS ACCEPTED.

- (5) PERISHABLE GOODS SHALL BE PROPERLY PACKED BY THE SHIPPER TO PREVENT DAMAGE OR DETERIORATION IN FLIGHT. THE CARRIER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, DETERIORATION OR DESTRUCTION OF PERISHABLE GOODS REGARDLESS OF ITS CAUSE, INCLUDING LOSS, DAMAGE, DETERIORATION OR DESTRUCTION RESULTING FROM DELAY IN DEPARTURE OR ENROUTE UNLESS DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CARRIER.
- (6) NON-ACCEPTANCE BY CONSIGNEE - WHERE ANY GOODS ARE REFUSED BY THE CONSIGNEE, OR EFFECTIVE ARRANGEMENTS HAVE NOT BEEN MADE BY THE SHIPPER

FOR

THE CONSIGNEE TO ACCEPT GOODS AT THE DESTINATION, OR WHERE INSTRUCTIONS FOR DISPOSAL CANNOT BE OBTAINED FROM THE SHIPPER OR CONSIGNEE, OR WHERE THERE IS A DANGER THAT THE GOODS SHALL BECOME WORTHLESS BECAUSE OF DELAY IN TRANSIT OR DELIVERY OR NON-DELIVERY, THE CARRIER SHALL WITHOUT PRIOR NOTICE, DISPOSE OF THE GOODS UPON SUCH TERMS AS SHALL APPEAR FIT AND PROPER TO THE CARRIER FROM AND AGAINST ANY AND ALL COSTS OF DISPOSAL, DELIVERY OR STORAGE THEREOF.

- (7) REFUSAL OF CARRIAGE - THE CARRIER SHALL REFUSE TO CARRY OR SHALL REMOVE ENROUTE ANY CARGO WHEN:
 - (A) SUCH CARGO
 - MAY ENDANGER THE SAFETY OF THE AIRCRAFT, CREW, OTHER CARGO, PASSENGERS OR BAGGAGE;
 - IS SHIPPED CONTRARY TO ANY APPLICABLE

LAWS,

REGULATIONS OR ORDERS OF ANY PLACE TO BE FLOWN FROM, INTO OR OVER;

- IS LIABLE TO CAUSE DAMAGE TO THE AIRCRAFT OR TO BAGGAGE OR OTHER CARGO, OR INJURY TO PERSONS ONBOARD THE AIRCRAFT;
- IS LIKELY TO BE DAMAGED BY AIR CARRIAGE;
- IS IMPROPERLY PACKED OR OTHERWISE DEFECTIVE.

IS

- (B) THE WEIGHT, SIZE OR CHARACTER OF THE CARGO UNSUITABLE FOR CARRIAGE ON THE AIRCRAFT.
- (8) RESTRICTED ARTICLES
 - (A) IN ADDITION TO THE RULES SET FORTH IN THIS

RESTRICTED

TARIFF, THE PROVISIONS OF THE IATA

ARTICLES REGULATIONS SHALL APPLY IN CONNECTION WITH CARRIAGE IN THE AIRCRAFT.

(B) THE SHIPPER SHALL COMPLY WITH ALL APPLICABLE REGULATIONS GOVERNING THE CARRIAGE OF SUCH RESTRICTED ARTICLES.

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0008

TITLE/APPLICATION - 70

K LIMITATION OF LIABILITY - PASSENGERS

FOR TRAVEL GOVERNED BY THE MONTREAL CONVENTION FOR THE PURPOSE OF INTERNATIONAL CARRIAGE GOVERNED BY THE MONTREAL CONVENTION, THE LIABILITY RULES SET OUT IN THE MONTREAL CONVENTION ARE FULLY INCORPORATED HEREIN AND SHALL SUPERSEDE AND PREVAIL OVER ANY PROVISIONS OF THIS TARIFF WHICH MAY BE INCONSISTENT WITH THOSE RULES.

FOR TRAVEL GOVERNED BY THE WARSAW CONVENTION CARRIAGE HEREUNDER IS SUBJECT TO THE RULES AND LIMITATIONS RELATING TO LIABILITY ESTABLISHED BY THE WARSAW CONVENTION UNLESS SUCH CARRIAGE IS NOT "INTERNATIONAL CARRIAGE", AS DEFINED BY THE WARSAW CONVENTION. HOWEVER, THE CARRIER

WITH

RESPECT TO ALL INTERNATIONAL TRANSPORTATION, AS DEFINED IN THE SAID CONVENTION, PERFORMED BY IT, AGREES THAT THE LIMIT OF LIABILITY FOR EACH PASSENGER FOR DEATH OR WOUNDING OR OTHER PERSONAL INJURY SHALL BE LIMITED TO PROVEN DAMAGES

NOT

TO EXCEED THE SUM OF SDR 100,000, EXCLUSIVE OF LEGAL FEES AND COSTS.

FOR TRAVEL GOVERNED BY THE MONTREAL AND WARSAW CONVENTIONS

NOTHING HEREIN SHALL BE DEEMED TO AFFECT THE RIGHTS AND LIABILITIES OF THE CARRIER WITH REGARD TO ANY PERSON WHO

HAS

WILLFULLY CAUSED DAMAGE WHICH RESULTED IN DEATH, WOUNDING, OR OTHER BODILY INJURY OF A PASSENGER.

AREA: TB TARIFF: CGR CXR: TS RULE: 0009

TITLE/APPLICATION - 70

K LIMITATION OF LIABILITY FOR BAGGAGE OR CARGO AND EXCESS VALUATION CHARGES

FOR TRAVEL GOVERNED BY THE MONTREAL CONVENTION FOR THE PURPOSE OF INTERNATIONAL CARRIAGE GOVERNED BY THE MONTREAL CONVENTION, THE LIABILITY RULES SET OUT IN THE MONTREAL CONVENTION ARE FULLY INCORPORATED HEREIN AND SHALL SUPERSEDE AND PREVAIL OVER ANY PROVISIONS OF THIS TARIFF WHICH MAY BE INCONSISTENT WITH THOSE RULES.

IN THE CARRIAGE OF BAGGAGE, THE LIABILITY OF THE

CARRIER IN THE CASE OF DESTRUCTION, LOSS, DAMAGE OR DELAY IS LIMITED TO 1 288 SPEACIAL DRAWING RIGHTS FOR EACH PASSENGER (APPROXIMATELY \$1,783 USD OR 2,319 CAD VARIES DEPENDING ON RATE OF THE DAY) UNLESS THE PASSENGER HAS

MADE,

AT THE TIME WHEN THE CHECKED BAGGAGE WAS HANDED OVER TO THE CARRIER, A SPEACIAL DECLARATION OF INTEREST IN DELIVERY AT DESTINATION AND HAS PAID A SUPPLEMENTARY SUM IF THE CASE SO REQUIRES. IN THAT CASE, THE CARRIER WILL BE LIABLE TO PAY A SUM NOT EXCEEDING THE DECLARED SUM, UNLESS IT PROVES THAT

THE

SUM IS GREATER THAN THE PASSENGER'S ACTUAL INTEREST IN DELIVERY AT DESTINATION.

FOR TRAVEL GOVERNED BY THE WARSAW CONVENTION CARRIER LIABILITY, FOR THE LOSS OF, DAMAGE TO, OR DELAY IN THE DELIVERY OF ANY PERSONAL PROPERTY, INCLUDING CHECKED BAGGAGE AND GOODS, IS LIMITED TO THE SUM OF 250 FRANCS PER KILOGRAM, UNLESS THE PASSENGER OR THE CHARTERER, AT THE TIME OF PRESENTING SUCH BAGGAGE OR GOODS FOR

TRANSPORTATION,

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IN EFFECT ON: 01MAR12

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TITLE/APPLICATION - 70 (CONT)

HAS DECLARED A HIGHER VALUE AND PAID AN ADDITIONAL CHARGE

IN

ACCORDANCE WITH THE PROVISIONS OF THIS RULE. AS REGARDS OBJECTS OF WHICH THE PASSENGER TAKES CHARGE HIMSELF, THE LIABILITY OF THE CARRIER IS LIMITED TO 5000 FRANCS PER PASSENGER.

IN THE CASE OF LOSS, DAMAGE OR DELAY OF PART OF PROPERTY CARRIER AS CHECKED BAGGAGE, THE WEIGHT TO BE TAKEN INTO CONSIDERATION IN DETERMINING THE AMOUNT TO WHICH THE CARRIER'S LIABILITY IS LIMITED SHALL BE ONLY THE TOTAL WEIGHT OF THE PROPERTY LOST, DAMAGED OR DELAYED. NEVERTHELESS, WHEN THE LOSS DAMAGE OR DELAY OF A PART OF

THE

PROPERTY AFFECTS THE VALUE OF OTHER PROPERTY COVERED BY THE SAME BAGGAGE CHECK, THE TOTAL WEIGHT OF THE PROPERTY

COVERED

BY THE BAGGAGE CHECK SHALL BE TAKEN INTO CONSIDERATION IN DETERMINING THE LIMIT OF LIABILITY.

THE MONETARY UNIT REFERRED TO IN THIS RULE SHALL BE DEEMED TO REFER TO THE GOLD FRANC AS REFERENCED IN THE CARRIAGE BY AIR ACT, R.S.C.C-26. FOR THE PURPOSE OF SETTLEMENT OF CLAIMS AND IN THE EVENT OF AN ACTION AGAINST THE CARRIER, ANY SUM IN FRANCS SHALL BE CONVERTED INTO CANADIAN DOLLARS BY:

- (A) CONVERTING FRANCS INTO SPECIAL DRAWING RIGHTS AT THE RATE OF ONE SPECIAL DRAWING RIGHT FOR 15.075 FRANCS; AND

DOLLARS (B) CONVERTING SPECIAL DRAWING RIGHTS INTO CANADIAN
AT THE RATE ESTABLISHED BY THE INTERNATIONAL MONETARY
FUND.

THE RATE OF EXCHANGE FOR CONVERTING SPECIAL DRAWING RIGHTS
INTO CANADIAN DOLLARS SHALL BE THE RATE PREVAILING ON THE
DATE ON WHICH THE AMOUNT OF ANY DAMAGE TO BE PAID BY THE
CARRIER IS ASCERTAINED BY A COURT OR, IN THE EVENT A
SETTLEMENT IS AGREED BETWEEN THE CARRIER AND CLAIMANT, ON
THE DATE SETTLEMENT IS AGREED.

NOTE: AT THE TIME OF FILING OF THIS TARIFF PROVISION, 250
FRANCS CONVERT APPROXIMATELY TO CAD \$33.00 AND 5000
FRANCS CONVERT APPROXIMATELY TO CAD \$660.00. THESE
CONVERTED VALUES ARE PROVIDED FOR GENERAL REFERENCE
ONLY. THE CARRIER'S LIABILITY WILL BE CALCULATED

FOR EACH CLAIM INDIVIDUALLY, BASED ON THE FORMULA SET
OUT IN THIS RULE.

FOR LATE OR NON-DELIVERED BAGGAGE, THE CARRIER'S GOODWILL
POLICY CONSISTS OF CDN 50.00 PER BAGGAGE, PER DAY, AFTER 24
HOUR WAITING PERIOD, FOR PASSENGERS AWAY FROM HOME, UP TO A
MAXIMUM OF CDN 350.00 PER BAGGAGE.

NOTWITHSTANDING THE NORMAL CARRIER LIABILITY, AS CONTAINED
IN THIS TARIFF, THE LIMIT OF LIABILITY WILL BE WAIVED FOR
CLAIMS INVOLVING THE LOSS OF, DAMAGE TO, OR DELAY IN
DELIVERY OF MOBILITY AIDS, WHEN SUCH ITEMS HAVE BEEN
ACCEPTED AS CHECKED BAGGAGE OR OTHERWISE.

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0009

TITLE/APPLICATION - 70 (CONT)

FOR TRAVEL GOVERNED BY THE MONTREAL AND WARSAW
CONVENTIONS

IF THE PASSENGER OR CHARTERER ELECTS TO DECLARE A HIGHER
VALUE, AN ADDITIONAL CHARGE SHALL BE PAYABLE AND THE
CARRIER'S LIABILITY WILL NOT EXCEED THE HIGHER VALUE
DECLARED. THE ADDITIONAL CHARGE WILL BE CALCULATED AS
FOLLOWS:

- DECLARED
- (A) THE AMOUNT OF THE CARRIER'S LIABILITY CALCULATED IN
ACCORDANCE WITH THE PARTS OF THIS RULE SET OUT ABOVE
SHALL BE REFERRED TO AS "BASIC CARRIER LIABILITY";
 - (B) NO CHARGE SHALL BE PAYABLE ON THAT PART OF THE
VALUE WHICH DOES NOT EXCEED BASIC CARRIER LIABILITY;
 - (C) FOR THAT PART OF THE DECLARED VALUE WHICH DOES NOT
EXCEED BASIC CARRIER LIABILITY, A CHARGE SHALL BE
PAYABLE AT THE RATE OF CAD \$0.50 FOR EACH CAD \$100.00
OR FRACTION THEREOF.

WHETHER THE PASSENGER OR CONSIGNOR DECLARES HIGHER VALUE OR
NOT, IN NO CASE WILL THE CARRIER'S LIABILITY EXCEED THE

ACTUAL LOSS SUFFERED BY THE PASSENGER OR CONSIGNOR. ALL CLAIMS ARE SUBJECT TO PROOF OF AMOUNT OF LOSS. IN THE CASE OF DAMAGE OR PARTIAL LOSS, THE PERSON ENTITLED TO DELIVERY MUST COMPLAIN TO THE CARRIER FORTWITH AFTER DISCOVERY OF THE DAMAGE OR PARTIAL LOSS AND, AT THE LATEST, WITHIN SEVEN DAYS FROM THE DATE OF RECEIPT OF THE BAGGAGE. IN THE CASE OF DELAY, THE COMPLAINT MUST BE MADE AT THE LATEST WITHIN 21 DAYS FROM THE DATE ON WHICH THE BAGGAGE

HAS

BEEN PLACED AT HIS DISPOSAL. IN THE CASE OF LOSS, THE COMPLAINT MUST BE MADE AT THE LATEST WITHIN 30 DAYS FROM

THE

DATE THE BAGGAGE SHOULD HAVE BEEN DELIVERED. EVERY COMPLAINT, WHETHER FOR LOSS, PARTIAL LOSS, DAMAGE OR DELAY, MUST BE MADE IN WRITING AND MUST BE DISPATCHED WITHIN THE TIMES AFORESAID. FAILING COMPLAINT WITHIN THE TIMES AFORESAID, NO ACTION MAY BE BROUGHT AGAINST THE CARRIER. FURTHERMORE, IN THE EVENT OF DELAY IN DELIVERY OR LOSS OF BAGGAGE, THE CLAIMANT MUST NOTIFY THE CARRIER'S AIRPORT PERSONNEL IN WRITING (THROUGH THE COMPLETION OF A PROPERTY IRREGULARITY REPORT) AS SOON AS THE FAILURE TO DELIVER CHECKED BAGGAGE AT THE AIRPORT OF DESTINATION IS ASCERTAINED. FAILURE TO DO SO WILL RESULT IN DENIED COMPENSATION IN THE EVENT THE BAGGAGE IN QUESTION IS DECLARED LOST AFTER A 30 DAYS SEARCH.

AREA: TB TARIFF: CGR CXR: TS RULE: 0010

TITLE/APPLICATION - 70
_ * TRAVEL DOCUMENTS

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0010

TITLE/APPLICATION - 70 (CONT)

- * (A) TICKETS
- * (1) NO PERSON SHALL BE ENTITLED TO CARRIAGE EXCEPT
- * UPON PRESENTATION OF A VALID TICKET.
- * (2) TICKETS ARE NOT TRANSFERABLE AND THE CARRIER

SHALL

- * NOT BE REQUIRED TO HONOUR ANY TICKET OR PROVIDE
- * ANY TRANSPORTATION WHERE SUCH TICKET IS PRESENTED
- * BY SOMEONE OTHER THAN THE PERSON ENTITLED TO BE
- * TRANSPORTED THEREUNDER.

- * (B) VALIDITY OF TICKET
- * TICKETS ARE VALID FOR CARRIAGE ONLY ON THE FLIGHTS AND
- * DATES SHOWN THEREON AND ARE NOT REFUNDABLE BY THE
- * CARRIER TO THE PASSENGER, EXCEPT AS PROVIDED BY
- * APPLICABLE FARE CONDITIONS.

- * (C) AIR WAYBILLS
- * CARGO SHALL BE RECEIVED ONBOARD ANY FLIGHT ONLY UPON

BY * THE CARRIER'S FORM OF AIR WAYBILL HAVING BEEN ISSUED
 *
 BE * THE CARRIER FOR ALL CARGO DELIVERED TO THE CARRIER FOR
 * TRANSPORTATION ON THE FLIGHT. THE CARRIER SHALL NOT
 *
 FOR * OBLIGED TO HONOUR ANY AIR WAYBILL OR TO UNDERTAKE ANY
 * CARRIAGE PURSUANT THERETO UNLESS THE CONTRACT PRICE
 *
 * THAT FLIGHT HAS BEEN PAID TO THE CARRIER.
 * (D) BAGGAGE CHECKS
 * CARRIER SHALL RECEIVE BAGGAGE ONBOARD ANY FLIGHT ONLY
 * UPON A BAGGAGE CHECK FOR THE FLIGHT HAVING BEEN
 * PRESENTED FOR CARRIAGE AND UPON A BAGGAGE CHECK FOR
 THE *
 BE * FLIGHT HAVING BEEN AFFIXED THERETO. BAGGAGE FOR WHICH
 * A BAGGAGE CHECK HAS BEEN ISSUED BY THE CARRIER SHALL
 *
 * DELIVERED TO THE BEARER OF THE BAGGAGE CHECK PROVIDED,
 * HOWEVER, THAT THE CARRIER SHALL NOT BE LIABLE FOR ANY
 * LOSS, DAMAGE OR EXPENSES ARISING OUT OF OR IN
 * CONNECTION WITH ITS FAILURE TO ASCERTAIN THAT THE
 * PERSON CLAIMING THE BAGGAGE IS THE BEARER OF THE
 * BAGGAGE CHECK APPLICABLE THERETO. IF A PERSON
 CLAIMING *
 THE * THE BAGGAGE IS UNABLE TO PRESENT THE BAGGAGE CHECK,
 *
 * CARRIER SHALL DELIVER THE BAGGAGE IF SUCH PERSON
 * ESTABLISHES THAT PERSON'S RIGHT THERETO TO THE
 * CARRIER'S SATISFACTION AND THE CARRIER MAY REQUIRE
 SUCH *
 * PERSON TO FURNISH ADEQUATE SECURITY TO INDEMNIFY THE
 * CARRIER FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY BE
 * INCURRED BY THE CARRIER AS A RESULT OF SUCH DELIVERY.
 * THE CARRIER SHALL NOT BE BOUND TO CHECK BAGGAGE BEYOND
 * THE DESTINATION OF THE FLIGHT.
 * (E) PASSPORTS AND VISAS - RESPONSIBILITY OF PASSENGER
 * (1) EACH PASSENGER DESIRING TRANSPORTATION ACROSS ANY
 * INTERNATIONAL BOUNDARY SHALL BE RESPONSIBLE FOR
 * OBTAINING ALL NECESSARY TRAVEL DOCUMENTS AND FOR
 * COMPLYING WITH THE LAWS OF EACH COUNTRY FROM,
 * THROUGH OR TO WHICH HE DESIRES TRANSPORTATION,
 AND *

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 IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0010

 TITLE/APPLICATION - 70 (CONT)

* UNLESS APPLICABLE LAWS PROVIDE OTHERWISE, SHALL
 * INDEMNIFY THE CARRIER FOR ANY LOSS, DAMAGE, OR
 * EXPENSE SUFFERED OR INCURRED BY THE CARRIER BY
 * REASON OF SUCH PASSENGER'S FAILURE TO DO SO. 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 SUCH DOCUMENTS OR COMPLYING WITH SUCH
* LAWS, WHETHER GIVEN ORALLY OR IN WRITING OR
* OTHERWISE; OR FOR THE CONSEQUENCES TO ANY
* PASSENGER RESULTING FROM HIS FAILURE TO OBTAIN
* SUCH DOCUMENTS OR TO COMPLY WITH SUCH LAWS.

(2) THE CARRIER MAY REFUSE TO CARRY ANY PASSENGER WHO
* DOES NOT POSSESS REQUIRED TRAVEL DOCUMENTATION.
* IN THE EVENT THAT AN ORDER IS ISSUED BY A
* COMPETENT AUTHORITY FOR THE DEPORTATION OR
* REJECTION OF ANY PASSENGER ON ANY FLIGHT, THE
* PASSENGER SHALL INDEMNIFY AND HOLD HARMLESS THE
* CARRIER FROM AND AGAINST ANY AND ALL COSTS,
* CHARGES AND EXPENSES, INCLUDING TRANSPORTATION
* EXPENSES OR FINES IMPOSED OR INCURRED AS A RESULT
* OF SUCH AN ORDER. ANY INFORMATION GIVEN BY THE
* CARRIER TO A SCHEDULED USER, PASSENGER OR SHIPPER
* RELATING TO IMMIGRATION, CUSTOMS OR HEALTH
* REQUIREMENTS SHALL BE GIVEN WITHOUT ANY
* REPRESENTATION AS TO ITS ACCURACY AND THE CARRIER
* SHALL NOT BE LIABLE FOR ANY DAMAGES OR
* INCONVENIENCE SUFFERED BY A SCHEDULED USER OR ANY
* PASSENGER AND/OR SHIPPER AS A RESULT OF ITS OR
* THEIR RELIANCE THEREON.

(3) SUBJECT TO APPLICABLE LAWS AND REGULATIONS, THE
* PASSENGER SHALL PAY THE APPLICABLE FARE WHENEVER
* THE CARRIER, ON GOVERNMENT ORDER, IS REQUIRED TO
* RETURN A PASSENGER TO HIS POINT OF ORIGIN OR
* ELSEWHERE DUE TO THE PASSENGER'S INADMISSIBILITY
* INTO OR DEPORTATION FROM A COUNTRY, WHETHER OF
* TRANSIT OR OF DESTINATION. THE FARE APPLICABLE
* WILL BE THE FARE THAT WOULD HAVE BEEN APPLICABLE
* HAD THE ORIGINAL TICKET DESIGNATED THE REVISED
* DESTINATION ON THE NEW TICKET. ANY DIFFERENCE
* BETWEEN THE FARE SO APPLICABLE AND THE FARE PAID
* BY THE PASSENGER WILL BE COLLECTED FROM OR
* REFUNDED TO THE PASSENGER AS THE CASE MAY BE.

THE

* CARRIER WILL APPLY TO THE PAYMENT OF SUCH FARES
* ANY FUNDS PAID BY THE PASSENGER TO THE CARRIER

FOR

* UNUSED CARRIAGE, OR ANY FUNDS PAID OF THE
* PASSENGER IN POSSESSION OF THE CARRIER. THE FARE
* COLLECTED FOR CARRIAGE TO THE POINT OF REFUSAL OR
* DEPORTATION WILL NOT BE REFUNDED BY THE CARRIER

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0010

TITLE/APPLICATION - 70 (CONT)

* UNLESS THE LAW OF SUCH COUNTRY REQUIRES THAT SUCH

* FARE BE REFUNDED.
AREA: TB TARIFF: CGR CXR: TS RULE: 0011

TITLE/APPLICATION - 70
K CONFIRMATION OF RESERVED SPACE AND FLIGHT SCHEDULES
(A) A RESERVATION OF SPACE ON A GIVEN FLIGHT IS VALID WHEN
THE AVAILABILITY AND ALLOCATION OF SUCH SPACE IS
CONFIRMED BY THE CARRIER TO A PERSON SUBJECT TO
PAYMENT OR OTHER SATISFACTORY CREDIT ARRANGEMENTS. A
PASSENGER WITH A VALID PAPER TICKET REFLECTING RESERVATIONS FOR
A SPECIFIC FLIGHT AND DATE ON THE CARRIER IS CONSIDERED
CONFIRMED, UNLESS THE RESERVATION WAS CANCELLED DUE TO
ONE OF THE REASONS INDICATED IN RULE 12. THE CARRIER
DOES NOT GUARANTEE TO PROVIDE ANY PARTICULAR SEAT ON
THE AIRCRAFT.
(B) IT IS THE RESPONSIBILITY OF THE PASSENGER TO RE-
CONFIRM FLIGHT SCHEDULES AT LEAST 24 HOURS AND NOT MORE THAN
72 HOURS PRIOR TO ORIGINALLY SCHEDULED DEPARTURE TIME.
THE CARRIER SHALL NOT BE LIABLE FOR DAMAGES OR REFUND
FOR FAILURE TO RE-CONFIRM WHICH LEADS TO A MISSED
FLIGHT.
(C) SEAT SELECTION AND APPLICABLE FEES
A PASSENGER HOLDING A CONFIRMED RESERVATION MAY
PRE-SELECT A SEATING ASSIGNMENT, WHERE AND WHEN
AVAILABLE, FOR THE RESERVED FLIGHTS. SUCH PRE-
SELECTED SEATING ASSIGNMENT IS NOT GUARANTEED AND WILL BE
PASSENGER SUBJECT TO CANCELLATION WITHOUT REFUND IF THE
SELECTION FAILS TO CHECK-IN AT LEAST 75 MINUTES PRIOR TO
SCHEDULED DEPARTURE TIME. EXCEPT FOR EMERGENCY EXIT
ROW SEATS, LEGROOM AND TWO-BY-TWO, A SEAT PRE-
CHARGE OF CAD/USD \$25.00 PER PASSENGER PER SEGMENT IS
APPLICABLE FOR ALL FLIGHTS BETWEEN CANADA AND THE
UNITED STATES OF AMERICA. FOR EMERGENCY EXIT AND
BULKHEAD ROW SEATS, CAD/USD \$50.00 PER FLIGHT SEGMENT
WILL APPLY. FOR TWO-BY-TWO SEATS, A CHARGE OF CAD/USD
\$40.00 PER FLIGHT SEGMENT WILL APPLY. THE CARRIER WILL
MAKE REASONABLE EFFORTS TO ENSURE THAT
PARENTS/GUARDIANS TRAVELLING WITH CHILDREN UNDER 14 YEARS OF AGE ARE
SEATED TOGETHER. IN ORDER TO ACCOMMODATE PARENTS/GUARDIANS
CHECK-IN TRAVELLING WITH CHILDREN UNDER 14 YEARS OF AGE THAT
SELECTION SERVICE LATE OR DO NOT USE THE CARRIER'S ADVANCE SEAT

TAKEN BY THE
MAINTAIN SMALL
ASSIGNMENTS SUBJECT TO
CABIN CREW
BY GROUND
VOLUNTARILY
TRAVELLING
THEIR SEATS
CHILDREN
CHARGE IN THE
GUARANTEED CONTIGUOUS
MUST ASSIGN,

PER THE PRESENT RULE, THE FOLLOWING STEPS WILL BE
CARRIER ON A COMPLIMENTARY BASIS: THE CARRIER WILL
GROUPS OR BLOCKS OF SEATS FOR THEIR SEATING
AVAILABILITY. IN CASES WHERE THIS IS NOT POSSIBLE, THE
CHIEF OF THE FLIGHT IN QUESTION MAY BE ASKED TO ASSIST
PERSONNEL BY ASKING OTHER SEAT-ASSIGNED PASSENGERS TO
CHANGE SEATS IN ORDER TO ACCOMMODATE PARENTS/GUARDIANS
WITH CHILDREN UNDER 14 YEARS OF AGE ONCE BOARDING IS
COMPLETE. WHERE PARENTS/GUARDIANS CHOOSE TO RESERVE
IN ADVANCE PER THE PRESENT RULE, THEIR ACCOMPANYING
UNDER 12 YEARS OF AGE WHO ARE REGISTERED FREE OF
CARRIER'S KIDS CLUB PROGRAM WILL BE PROVIDED
SEAT ASSIGNMENTS ON A COMPLIMENTARY BASIS. THE CARRIER
AT NO ADDITIONAL CHARGE, THE SEATS AS FOLLOWS: (A) IN
THE CASE OF A
CHILD WHO IS FOUR YEARS OF AGE OR YOUNGER, A SEAT THAT
IS ADJACENT TO
THEIR PARENT, GUARDIAN OR TUTOR'S SEAT; (B) IN THE
CASE OF A CHILD WHO
IS 5 TO 11 YEARS OF AGE, A SEAT THAT IS IN THE SAME
ROW AS THEIR
PARENT, GUARDIAN OR TUTOR'S SEAT, AND THAT IS
SEPARATED FROM THAT
PARENT, GUARDIAN OR TUTOR'S SEAT BY NO MORE THAN ONE
SEAT; AND
(C) IN THE CASE OF A CHILD WHO IS 12 OR 13 YEARS OF
AGE, A SEAT
THAT IS IN A ROW THAT IS SEPARATED FROM THE ROW OF
THEIR PARENT,
GUARDIAN OR TUTOR'S SEAT BY NO MORE THAN ONE ROW.
THE ABOVE FEES ARE NON-REFUNDABLE PRIOR TO DEPARTURE
BUT MAY
BE WAIVED FOR PASSENGERS WHO ADVISE THE CARRIER AT
BOOKING THAT THE
REQUESTED SEAT IS NEEDED TO ACCOMMODATE A PHYSICAL
DISABILITY. IN THE
EVENT THAT THE PRE-SELECTED SEATING ASSIGNMENT IS NOT
AVAILABLE
ALTERNATE SEAT
THE SEAT

AT CHECK-IN, THE CARRIER WILL UNDERTAKE TO MAKE
ASSIGNMENT ARRANGEMENTS OR WILL PROVIDE A REFUND OF

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AREA: TB TARIFF: CGR CXR: TS RULE: 0011

TITLE/APPLICATION - 70 (CONT)

RESERVATION FEE PAID FOR THE FLIGHT SEGMENT INVOLVED
UPON REQUEST BY THE PASSENGER.

AREA: TB TARIFF: CGR CXR: TS RULE: 0012

TITLE/APPLICATION - 70

K CANCELLATION OF RESERVATIONS

ALL RESERVATIONS ARE SUBJECT TO CANCELLATION WITHOUT

NOTICE:

- (A) IF THE PASSENGER HAS NOT PURCHASED A VALIDATED TICKET INDICATING CONFIRMED SEAT(S) AT LEAST 60 MINUTES PRIOR TO SCHEDULED DEPARTURE OF THE FLIGHT, OR EARLIER IF A SPECIAL TIME LIMIT IS REQUIRED.
- (B) IF THE PASSENGER FAILS TO FULFILL THE REQUIREMENTS OF THE FARE TYPE OF THAT RESERVATION.
- (C) IF THE PASSENGER DOES NOT PRESENT HIMSELF AT CHECK-IN AT LEAST 60 MINUTES PRIOR TO SCHEDULED DEPARTURE TIME OR AT THE BOARDING GATE AT LEAST 20 MINUTES PRIOR TO DEPARTURE TIME.
- (D) IF THE PASSENGER FAILS TO OCCUPY A SEAT RESERVED (FOR EXAMPLE: A NO-SHOW).
IF THE CARRIER REFUSED TO TRANSPORT THE PASSENGER FOR ANY OF THE REASONS STATED ABOVE, EVEN IF A RESERVATION WAS CONFIRMED, THE RESERVATION MAY NOT BE ACCEPTED FOR THE FLIGHT SPECIFIED. SUBJECT TO APPLICABLE FARE

RULES

AND CONDITIONS, NO REFUND WILL BE DUE. CANCELLATION
WILL APPLY TO ALL SEGMENTS IN THE ITINERARY.

AREA: TB TARIFF: CGR CXR: TS RULE: 0013

TITLE/APPLICATION - 70

APPLICATION OF FARES AND ROUTINGS

(A) GENERAL

THE PRICE OF TRANSPORTATION SHALL BE DISCLOSED AT THE
TIME OF CONFIRMATION, HOWEVER FARES ARE SUBJECT TO
CHANGE WITHOUT NOTICE.

(B) CURRENCY

ALL FARES AND CHARGES ARE STATED IN THE CURRENCY OF

THE

COUNTRY FROM WHICH THE PASSENGER WILL INITIATE TRAVEL.

(C) FARES CHANGES

THE CARRIER MAY CHANGE ITS FARES FROM TIME TO TIME AT
ITS SOLE DISCRETION. NOTWITHSTANDING, THE DIFFERENCE
IN FARES RESULTING FROM AN INCREASE (OTHER THAN AN
APPROVED SURCHARGE) WHICH TOOK EFFECT FURTHER TO THE

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TITLE/APPLICATION - 70 (CONT)

DATE OF TICKET ISSUANCE SHALL NOT BE DUE OR SUBJECT TO ANY SUBSEQUENT COLLECTION BY THE CARRIER.

(D) CONNECTING FLIGHTS

WHEN AN AREA IS SERVED BY MORE THAN ONE AIRPORT AND A PASSENGER ARRIVES AT ONE AIRPORT AND DEPARTS FROM ANOTHER AIRPORT, TRANSPORTATION BETWEEN THOSE AIRPORTS MUST BE ARRANGED BY AND AT THE EXPENSE OF THE PASSENGER.

(E) STOPOVER

- (1) A STOPOVER MEANS A DELIBERATE INTERRUPTION OF A JOURNEY BY THE PASSENGER, AGREED TO IN ADVANCE BY THE CARRIER, AT A POINT BETWEEN THE PLACE OF DEPARTURE AND THE PLACE OF DESTINATION.
- (2) IN NO EVENT WILL A STOPOVER OCCUR WHEN THE PASSENGER DEPARTS FROM THE INTERMEDIATE CITY ON A FLIGHT SCHEDULED TO DEPART WITHIN 4 HOURS AFTER THE PASSENGER'S ARRIVAL.

(F) ROUTING

A FARE APPLIES ONLY TO:

- (1) TRANSPORTATION VIA THE ROUTING SPECIFIED BY THE CARRIER IN REFERENCE TO THAT FARE. ANY OTHER ROUTING MAY SUBJECT THE PASSENGER TO AN

ADDITIONAL

CHARGE.

- (2) TRANSPORTATION BETWEEN THE AIRPORTS. TICKETS MAY NOT BE ISSUED OR ACCEPTED FOR TRANSPORTATION THAT WILL EITHER ORIGINATE OR TERMINATE AT AN AIRPORT OTHER THAN THE AIRPORT FOR WHICH THE FARES ARE PUBLISHED.

(G) INFANTS

A MAXIMUM OF ONE INFANT UNDER 2 YEARS OF AGE AND ACCOMPANIED BY A PASSENGER AT LEAST SIXTEEN (16) YEARS OF AGE WILL BE ACCEPTED AND TRANSPORTED WITHOUT

CHARGE.

TRAVEL DOCUMENTS FOR THE COUNTRY OF DESTINATION ARE REQUIRED FOR ANY INFANT UNDER AGE 2.

(H) CHILDREN

ANY CHILD 2 YEARS OF AGE OR OLDER MUST OCCUPY A SEAT

OR

INFANTS UNDER 2 YEARS OF AGE FOR WHOM A SEAT IS RESERVED IS SUBJECT TO PAY 90 PERCENT OF ADULT FARE.

(I) CHILD RESTRAINT DEVICE

- (1) AN ADULT TRAVELING WITH AN INFANT MAY RESERVE AN ADJACENT SEAT FOR THE PURPOSE OF THE INSTALLATION OF AN APPROVED INFANT RESTRAINT DEVICE AS DESCRIBED BELOW.
- (2) THE INFANT MUST BE PROPERLY SECURED IN AN INFANT

AFTER

RESTRAINT DEVICE WHICH WAS MANUFACTURE ON OR

JANUARY 1, 1991 AND WHICH DISPLAYS INSPECTION
STICKER CMVSS-213 IF MADE IN CANADA OR IS
CERTIFIED AS CONFORMING TO ALL APPLICABLE U.S.
FEDERAL MOTOR VEHICLE SAFETY STANDARDS OR FOR USE

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TITLE/APPLICATION - 70 (CONT)

ONBOARD AIRCRAFT. ALSO ACCEPTED: AMSAFE
C.A.R.E.S. CHILD RESTRAINT SYSTEM FOR CHILDREN
BETWEEN 1 AND 4 YEARS OLD, WEIGHING BETWEEN 10-20
KILOGRAMS AND WHOSE HEIGHT IS 100 CM OR LESS.

- (3) INSTRUCTIONS FOR THE PROPER USE OF THE DEVICE AND
ITS WEIGHT AND STATURE CAPACITIES MUST ALSO BE
PROMINENTLY DISPLAYED ON THE DEVICE. USE OF THE
DEVICE MAY BE PROHIBITED IF IN THE OPINION OF
CARRIER PERSONNEL THE INFANT EXCEEDS THE
PRESCRIBED CAPACITY LIMITS.
- (4) THE DEVICE SHALL AT ALL TIMES BE PROPERLY SECURED
IN A SEAT ADJACENT TO AN ACCOMPANYING ADULT WHO IS
FAMILIAR WITH THE PROPER METHOD OF RELEASING THE
INFANT FROM THE DEVICE. THE DEVICE MAY NOT BE
LOCATED AT AN EMERGENCY EXIT ROW OR IN ANY SEAT
WHICH WOULD PREVENT ACCESS TO AN AISLE OR TO
EMERGENCY OR SAFETY EQUIPMENT.
- (5) THE DEVICE MUST BE PROVIDED BY THE ADULT
TRAVELLING WITH THE INFANT. THE CARRIER ASSUMES
NO RESPONSIBILITY FOR THE PROVISION OF APPROVED
INFANT RESTRAINT DEVICES DESCRIBED ABOVE.
- (6) THE CHARGE FOR THE SEAT IN WHICH THE DEVICE IS
LOCATED SHALL BE THE APPLICABLE CHILD'S FARE.
RESERVATIONS FOR THE ADJACENT SEAT ARE REQUIRED
AND MUST BE BOOKED IN THE SAME CLASS OF SERVICE

AS

THE RESERVATION FOR THE ACCOMPANYING ADULT.

(J) FEES AND CHARGES

THE AMOUNT TO BE CHARGED WILL BE INCORPORATED IN THE
FARE CALCULATION SHOWN AS A Q SURCHARGE BY CONVERTING
THE AMOUNT INTO NUC USING THE APPLICABLE IATA RATE OF
EXCHANGE (IROE).

(1) NAV CANADA AIR TRAFFIC CONTROL (ATA) CHARGE -
INTENTIONALLY LEFT BLANK.

(2) INTERNATIONAL SURCHARGE
FOR SALES AND/OR TICKETS ISSUED ON/AFTER
24FEB15, TS WILL COLLECT AN INTERNATIONAL

SURCHARGE,

IN ADDITION TO THE AIRFARE, IN THE AMOUNT OF
CAD/USD 102.50 PER

*

PASSENGER PER SEGMENT (OR ITS EQUIVALENT IN LOCAL

CURRENCY) PER TS FLIGHT COUPON ON TS STOCK. THE
CODE YQ WILL BE USED. THE SURCHARGE APPLIES ON
DEPARTURE. THE YQ IS CHARGED AT THE TIME OF
TICKET ISSUANCE AND SHOWN IN THE TICKET
TAX/FEE/CHARGES BOX. IT IS NOT COMMISSIONABLE.
THE YQ SURCHARGE APPLIES TO ALL PASSENGERS IN
ALL FLIGHT CLASSES ON ALL FARE TYPE (INCLUDING
INFANTS/CHILDREN). IT IS NOT REFUNDABLE.

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
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AREA: TB TARIFF: CGR CXR: TS RULE: 0014

TITLE/APPLICATION - 70

K GROUND TRANSPORTATION

RATES AND CHARGES PUBLISHED HEREIN DO NOT INCLUDE GROUND
TRANSPORTATION. THE CARRIER DOES NOT MAINTAIN, OPERATE OR
PROVIDE GROUND TRANSPORTATION BETWEEN AIRPORTS AND ANY

OTHER

LOCATIONS. ANY SUCH SERVICES ARE PERFORMED BY INDEPENDENT
CONTRACTORS WHO ARE NOT AND SHALL NOT BE DEEMED TO BE

AGENTS

OR EMPLOYEES OF THE CARRIER. THE CARRIER SHALL NOT BE
LIABLE FOR ACTS OR OMISSIONS OF SUCH INDEPENDENT
CONTRACTORS, WHETHER OR NOT SUCH GROUND TRANSPORTATION WAS
ARRANGED FOR BY AN EMPLOYEE, AGENT OR REPRESENTATIVE OF THE
CARRIER. GROUND TRANSPORTATION COSTS SHALL BE PAYABLE BY
THE SCHEDULED USER.

AREA: TB TARIFF: CGR CXR: TS RULE: 0015

TITLE/APPLICATION - 70

K APPLICABLE LAW

THE SCHEDULED USER CONTRACT WHEREVER MADE OR PERFORMED

SHALL

BE GOVERNED BY AND INTERPRETED ACCORDING TO THE LAWS OF THE
PROVINCE OF QUEBEC, CANADA. THE ILLEGALITY OR INVALIDITY

OF

ANY PARAGRAPH, CLAUSE OR PROVISION CONTAINED OR REFERRED TO
IN ANY SCHEDULED CONTRACT SHALL NOT AFFECT OR INVALIDATE

ANY

OTHER PARAGRAPH, CLAUSE OR PROVISION CONTAINED OR REFERRED
TO IN THE SCHEDULED USER CONTRACT AND SHALL NOT AFFECT OR
INVALIDATE ANY OTHER PARAGRAPH, CLAUSE OR PROVISION

THEREIN.

AREA: TB TARIFF: CGR CXR: TS RULE: 0016

TITLE/APPLICATION - 70

A LOST TICKET

WHEN A PASSENGER LOSES HIS/HER TICKET, THE PASSENGER MUST
PURCHASE A NEW TICKET OR PORTION THEREOF AND THE CARRIER
WILL MAKE A REFUND TO THE PASSENGER UPON HIS/HER REQUEST,

SUBJECT TO THE FOLLOWING CONDITIONS, PROVIDED THE ORIGINAL
TICKET WAS ISSUED BY THE CARRIER.

- (A) REPLACEMENT TICKET
IF A PASSENGER WISHES TO COMMENCE OR CONTINUE HIS
JOURNEY, A NEW TICKET MUST BE PURCHASED FOR THE

PORTION

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AREA: TB TARIFF: CGR CXR: TS RULE: 0016

TITLE/APPLICATION - 70 (CONT)

OF THE LOST TICKET FOR THE INTENDED JOURNEY. THE
REPLACEMENT TICKET WILL BE ISSUED FOR THE LOST PORTION
OF THE JOURNEY AT THE FARES AND CONDITIONS APPLICABLE
FOR THAT PORTION OF THE JOURNEY ON THE DATE OF

PURCHASE

OF THE REPLACEMENT TICKET.

- (B) APPLICATION FOR REFUND

(1) THE REFUND WILL BE AN AMOUNT EQUAL TO THE FARE

AND

CHARGES PAID FOR SUCH NEW PORTION PURCHASED, LESS
ANY CARRIER COMPENSATION FEE FOR CHANGES, IF
APPLICABLE, AND LESS THE SERVICE CHARGE SPECIFIED
IN (3) BELOW.

(2) APPLICATION FOR REFUND OF A LOST TICKET OR

PORTION

MUST BE MADE TO THE GENERAL OFFICES OF THE

CARRIER

FOR SUCH REFUNDS NOT LATER THAN ONE MONTH AFTER
THE EXPIRATION DATE OF THE LOST TICKET ALONG WITH
DETAILS OF THE PURCHASE AND PROOF OF PURCHASE OF
NEW TICKET SUCH AS RECEIPT OF THE TRANSACTION.

(3) A REFUND WILL BE MADE NOT MORE THAN 90 DAYS AFTER
RECEIPT OF THE APPLICATION AND WILL BE MADE ONLY
PROVIDED THAT THE LOST TICKET OR PORTION HAS NOT
PREVIOUSLY BEEN HONORED FOR TRANSPORTATION OR
REFUNDED TO ANY PERSON. FURTHERMORE, THE PERSON
TO WHOM THE REFUND IS MADE MUST AGREE, ON THE
APPLICATION FORM PRESCRIBED BY CARRIER, TO
INDEMNIFY THE CARRIER FOR ANY LOSS OR DAMAGE

WHICH

IT MAY SUSTAIN BY REASON OF SUCH REFUND.

- (C) SERVICE CHARGE

THE CARRIER WILL IMPOSE A SERVICE CHARGE OF CAD/USD
\$50.00 PER TICKET FOR HANDLING SUCH REQUESTS FOR
REPLACEMENT OR REFUND OF A LOST TICKET OR PORTION
THEREOF.

AREA: TB TARIFF: CGR CXR: TS RULE: 0017

TITLE/APPLICATION - 70

— DENIED BOARDING COMPENSATION PART I

* (APPLICABLE FOR TRANSPORTATION FROM A POINT IN THE UNITED
* STATES TO
* THE POINT OF DESTINATION OR FIRST POINT OF STOPOVER IN
* CANADA)

* (A) DEFINITIONS

* FOR THE PURPOSE OF THIS RULE, DEFINITIONS OF THE
* FOLLOWING TERMS ARE AS INDICATED:

* (1) AIRPORT MEANS THE AIRPORT AT WHICH THE DIRECT OR
* CONNECTING FLIGHT, ON WHICH THE PASSENGER HOLDS

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IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0017

TITLE/APPLICATION - 70 (CONT)

* CONFIRMED RESERVED SPACE, IS PLANNED TO ARRIVE OR
* SOME OTHER AIRPORT SERVING THE SAME METROPOLITAN
* AREA, PROVIDED THAT TRANSPORTATION TO THE OTHER
* AIRPORT IS ACCEPTED (I.E., USED) BY THE
PASSENGER.

* (2) ALTERNATE TRANSPORTATION IS AIR TRANSPORTATION
* WITH A CONFIRMED RESERVATION AT NO ADDITIONAL
* CHARGE (BY ANY SCHEDULED AIRLINE LICENSED BY THE
* D.O.T.) OR OTHER TRANSPORTATION ACCEPTED AND USED
* BY THE PASSENGER IN THE CASE OF DENIED BOARDING.
* (3) CARRIER MEANS (A) A DIRECT AIR CARRIER, EXCEPT A
* HELICOPTER OPERATOR, HOLDING A CERTIFICATE ISSUED
* BY THE DEPARTMENT OF TRANSPORTATION PURSUANT TO

49

* U.S.C. 4410 OR HAS BEEN FOUND FIT TO CONDUCT
* COMMUTER OPERATIONS UNDER 29 U.S.C. 41738 OR AN
* EXEMPTION FROM 49 U.S.C. 41102, AUTHORIZING THE
* SCHEDULED TRANSPORTATION OF PERSONS; OR (B) A
* FOREIGN AIR CARRIER HOLDING A PERMIT ISSUED BY

THE

* DEPARTMENT PURSUANT TO 49 U.S.C. AND 41302, OR AN
* EXEMPTION FROM THAT PROVISION, AUTHORIZING THE
* SCHEDULED FOREIGN AIR TRANSPORTATION OF PERSONS.

* (4) CONFIRMED RESERVED SPACE MEANS SPACE ON A
* DATE AND ON A SPECIFIC FLIGHT AND CLASS OF
* SERVICE
* OF A CARRIER WHICH HAS BEEN REQUESTED BY
* AND WHICH THE CARRIER OR ITS AGENT HAS VERIFIED,
* BY APPROPRIATE NOTATION ON THE TICKET OR IN ANY
* OTHER MANNER PROVIDED THEREFORE, BY THE CARRIER,
* AS BEING RESERVED FOR THE ACCOMMODATION OF THE
* PASSENGER.

* (5) SUM OF THE VALUES OF THE REMAINING FLIGHT COUPONS
* MEAN APPLICABLE ONE-WAY FARES OR 50 PERCENT OF

THE

* APPLICABLE ROUND TRIP FARES, AS THE CASE MAY BE,

* INCLUDING ANY SURCHARGES AND AIR TRANSPORTATION
 * TAXES, LESS ANY APPLICABLE DISCOUNTS.
 * (6) THE VALUE OF THE FIRST REMAINING AND ALL
 REMAINING
 * FLIGHT COUPONS SHALL BE THE SUM OF THE APPLICABLE
 * ONE WAY FARES OR FIFTY PERCENT OF THE APPLICABLE
 * ROUND TRIP FARES, AS THE CASE MAY BE, INCLUDING
 * ANY SURCHARGES AND AIR TRANSPORTATION TAX, LESS
 * ANY APPLICABLE DISCOUNT.
 * (7) STOPOVER MEANS A DELIBERATE INTERRUPTION OF A
 * JOURNEY BY THE PASSENGER, SCHEDULED TO EXCEED
 FOUR
 * HOURS, AT A POINT BETWEEN THE PLACE OF DEPARTURE
 * AND THE FINAL DESTINATION.
 * (B) REQUEST FOR VOLUNTEERS
 * THE CARRIER WILL REQUEST PASSENGERS WHO ARE WILLING TO
 * DO SO, TO VOLUNTARILY RELINQUISH THEIR CONFIRMED
 * RESERVED SPACE IN EXCHANGE FOR COMPENSATION IN AN
 * AMOUNT TO BE DETERMINED BY THE CARRIER. IF A PERSON
 IS
 * ASKED TO VOLUNTEER, THE CARRIER WILL NOT LATER DENY

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY

IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0017

 TITLE/APPLICATION - 70 (CONT)

* BOARDING TO THAT PASSENGER INVOLUNTARILY UNLESS THAT
 * PASSENGER WAS INFORMED AT THE TIME HE WAS ASKED TO
 * VOLUNTEER THAT THERE WAS A POSSIBILITY OF BEING DENIED
 * BOARDING INVOLUNTARILY AND OF THE AMOUNT OF
 * COMPENSATION TO WHICH HE WOULD HAVE BEEN ENTITLED IN
 * THAT EVENT. THE REQUEST FOR VOLUNTEERS AND THE
 * SELECTION OF SUCH PERSONS TO BE DENIED SPACE SHALL BE
 * IN A MANNER DETERMINED SOLELY BY THE CARRIER.
 * NOTE: PASSENGERS WHO VOLUNTEER TO RELINQUISH THEIR
 * CONFIRMED RESERVED SPACE WILL BE OFFERED
 * COMPENSATION IN THE FORM OF A CHECK OR IS
 * ACCEPTED BY THE PASSENGER, A CREDIT VALID FOR
 * THE PURCHASE OF TRANSPORTATION ISSUED IN THE
 * NAME OF THE PASSENGER WHO VOLUNTEERED AND VALID
 * FOR 365 DAYS FROM THE DATE OF ISSUANCE. THE
 * MISCELLANEOUS CHARGES ORDER/TICKET IS
 * NONTRANSFERABLE, HAS NO REFUND VALUE, AND MAY
 BE
 * VOLUNTARILY REROUTED AND REISSUED BY TS. THE
 * VALUE OF THE MISCELLANEOUS CHARGES ORDER/TICKET
 * WILL BE EQUAL TO THE VALUE OF THE COUPON(S)
 * REMAINING TO ON-LINE OR INTERLINE DESTINATIONS
 * OR NEXT STOPOVER POINT.
 * (C) BOARDING PRIORITIES
 * IF A FLIGHT IS OVERSOLD (MORE PASSENGERS HOLD

CONFIRMED

* RESERVATIONS THAN THERE ARE SEATS AVAILABLE), NO ONE
 * MAY BE DENIED BOARDING AGAINST HIS WILL UNTIL AIRLINE
 * PERSONNEL FIRST ASK FOR VOLUNTEERS WHO WILL GIVE UP
 * THEIR RESERVATIONS WILLINGLY, IN EXCHANGE FOR A
 PAYMENT
 * OF THE AIRLINE'S CHOOSING. IF THERE ARE NOT ENOUGH
 * VOLUNTEERS, OTHER PASSENGER MAY BE DENIED BOARDING
 * INVOLUNTARILY, BEGINNING WITH THE LAST PASSENGER TO
 * PRESENT THEMSELVES FOR CHECK-IN, EXCEPT PASSENGERS
 * TRAVELLING DUE TO DEATH OR ILLNESS OR A MEMBER OF THE
 * PASSENGER'S FAMILY, AGED PASSENGERS OR UNACCOMPANIED
 * CHILDREN AND OTHER FOR WHOM, IN TS'S ASSESSEMENT,
 * FAILURE TO CARRY WOULD CAUSE SEVERE HARDSHIP.
 * (D) TRANSPORTATION FOR PASSENGERS DENIED BOARDING
 * WHEN THE CARRIER IS UNABLE TO PROVIDE PREVIOUSLY
 * CONFIRMED SPACE THE CARRIER CAUSING THE PASSENGER TO
 BE
 * DELAYED WILL PROVIDE TRANSPORTATION TO PERSONS WHO
 HAVE
 * BEEN DENIED BOARDING, WHETHER VOLUNTARILY OR
 * INVOLUNTARILY, IN ACCORDANCE WITH THE PROVISIONS
 BELOW:
 * (1) THE CARRIER WILL TRANSPORT THE PASSENGER WITHOUT
 * STOPOVER ON ITS NEXT FLIGHT ON WHICH SPACE IS
 * AVAILABLE AT NO ADDITIONAL COST TO THE PASSENGER
 * REGARDLESS OF CLASS OF SERVICE.
 * (2) IF THE CARRIER CAUSING SUCH DELAY IS UNABLE TO
 * PROVIDE ONWARD TRANSPORTATION ACCEPTABLE TO THE
 * PASSENGER, ANY OTHER CARRIER OR COMBINATION OF

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY

IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0017

TITLE/APPLICATION - 70 (CONT)

* CARRIERS, AT THE REQUEST OF THE PASSENGER, WILL
 * TRANSPORT THE PASSENGER WITHOUT STOPOVER ON ITS
 * (THEIR) NEXT FLIGHT(S) IN THE SAME CLASS OF
 * SERVICE AS THE PASSENGER'S ORIGINAL OUTBOUND
 * FLIGHT, OR IF SPACE IS AVAILABLE ON A FLIGHT(S)
 * OF A DIFFERENT CLASS OF SERVICE ACCEPTABLE TO
 * THE PASSENGER, SUCH FLIGHT(S) WILL BE USED
 * WITHOUT STOPOVER AT NO ADDITIONAL COST TO THE
 * PASSENGER ONLY IF IT (THEY) WILL PROVIDE AN
 * EARLIER ARRIVAL AT THE PASSENGER'S DESTINATION,
 * NEXT STOPOVER POINT, OR TRANSFER POINT.
 * (E) COMPENSATION FOR INVOLUNTARY DENIED BOARDING
 * IN ADDITION TO PROVIDING TRANSPORTATION AS DESCRIBED
 IN
 * PARAGRAPH (D) ABOVE, WHEN THE PASSENGER WHO IS DELAYED
 * HAS NOT VOLUNTARILY RELINQUISHED CONFIRMED RESERVED
 * SPACE IN ACCORDANCE WITH PROVISIONS IN PARAGRAPH (D)
 * ABOVE, THE CARRIER CAUSING THE DELAY WILL COMPENSATE

* THE DELAYED PASSENGER FOR THE CARRIER'S FAILURE TO
* PROVIDE CONFIRMED SPACE. COMPENSATION WILL BE MADE IN
* ACCORDANCE WITH THE PROVISIONS BELOW:

* (1) CONDITIONS FOR PAYMENT

* (A) THE PASSENGER HOLDING A TICKET FOR CONFIRMED
* SPACE MUST PRESENT HIMSELF/HERSELF FOR
* CARRIAGE AT THE APPROPRIATE TIME AND PLACE,
* HAVING COMPLIED FULLY WITH THE CARRIER'S
* REQUIREMENTS AS TO TICKETING, CHECK-IN AND
* RECONFIRMATION OF PRECDURES AND HAVING MET
* ALL REQUIREMENTS FOR ACCEPTANCE OF
* TRANSPORTATION PUBLISHED IN THE CARRIER'S
* TARIFF.

* (B) THE FLIGHT FOR WHICH THE PASSENGER HOLDS
* CONFIRMED SPACE MUST BE UNABLE TO

ACCOMMODATE

* THE PASSENGER AND DEPARTS WITHOUT HIM/HER.
* EXCEPTION 1: THE PASSENGER WILL NOT BE
* ELIGIBLE FOR COMPENSATION IF
* HE/SHE IS OFFERED
* ACCOMMODATIONS OR IS SEATED IN
* A SECTION OF THE AIRCRAFT

OTHER

* THAN THAT SPECIFIED ON HIS/HER
* TICKET AT NO EXTRA CHARGE. IF
* A PASSENGER IS SEATED IN A
* SECTION FOR WHICH A LOWER FARE
* APPLIES THE PASSENGER SHALL BE
* ENTITLED TO AN APPROPRIATE
* REFUND.

* EXCEPTION 2: THE PASSENGER WILL NOT BE
* ELIGIBLE FOR COMPENSATION IF
* HIS/HER RESERVATION HAS BEEN
* CANCELLED PURSUANT TO THE

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0017

TITLE/APPLICATION - 70 (CONT)

* PROVISIONS OF THIS RULE
* REGARDING AIRPORT CHECK-IN

TIME

* LIMITS.

* EXCEPTION 3: THE PASSENGER WILL NOT BE
* ELIGIBLE FOR COMPENSATION IF
* THE FLIGHT ON WHICH HE HOLDS
* CONFIRMED RESERVED SPACE IS
* UNABLE TO ACCOMMODATE HIM/HER
* BECAUSE THE FLIGHT IS
* CANCELLED.

* EXCEPTION 4: THE PASSENGER WILL NOT BE
* ELIGIBLE FOR DENIED BOARDING

* COMPENSATION IF:
 * (I) THE FLIGHT FOR WHICH THE
 * PASSENGER HOLDS CONFIRMED
 * RESERVED SPACE IS UNABLE
 * TO ACCOMMODATE HIM/HER
 * BECAUSE OF SUBSTITUTION
 OF
 * EQUIPMENT OF LESSER
 * CAPACITY WHEN REQUIRED BY
 * OPERATIONAL OR SAFETY
 * REASONS, OR
 * (II) THE CARRIER ARRANGES
 * COMPARABLE AIR
 * TRANSPORTATION, OR OTHER
 * TRANSPORTATION USED BY
 THE
 * PASSENGER AT NO EXTRA
 COST
 * TO THE PASSENGER, THAT AT
 * THE TIME SUCH
 ARRANGEMENTS
 * ARE MADE IS PLANNED TO
 * ARRIVE AT THE PASSENGER'S
 * NEXT STOPOVER OR, IF
 NONE,
 * FINAL DESTINATION WITHIN
 * ONE HOUR AFTER THE
 * SCHEDULED ARRIVAL TIME OF
 * THE PASSENGER'S ORIGINAL
 * FLIGHT OR FLIGHTS.
 * (2) AMOUNT OF COMPENSATION
 * SUBJECT TO THE PROVISIONS OF (E) (1) ABOVE, THE
 * CARRIER WILL TENDER LIQUIDATED DAMAGES IN THE
 FORM
 * OF A CHECK OR IS ACCEPTED BY THE PASSENGER, A
 * CREDIT VALID FOR THE PURCHASE OF TRANSPORTATION
 IN
 * THE AMOUNT OF 400 PERCENT OF THE FARE (INCLUDING
 * ANY SURCHARGES AND AIR TRANSPORTATION TAXES) TO
 * THE PASSENGER'S NEXT STOPOVER OR, IF NONE, TO
 * HIS/HER DESTINATION, BUT NOT MORE THAN USD
 * 1300.00. HOWEVER, THE COMPENSATION SHALL BE 200
 * PERCENT OF THE FARE, BUT NOT MORE THAN USD 650.00
 * IF THE CARRIER ARRANGES FOR ALTERNATE AIR

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
 IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0017

 TITLE/APPLICATION - 70 (CONT)

* TRANSPORTATION, OR OTHER TRANSPORTATION USED BY
 * THE PASSENGER THAT, AT THE TIME EITHER SUCH
 * ARRANGEMENT IS MADE, IS PLANNED TO ARRIVE AT THE

THAN

* AIRPORT OF THE PASSENGER'S NEXT STOPOVER, OR IF
* NONE, THE AIRPORT OF THE PASSENGER'S FINAL
* DESTINATION, MORE THAN ONE HOUR BUT NOT LATER

* 4 HOURS AFTER THE TIME THE DIRECT OR CONNECTING
* FLIGHT FROM WHICH THE PASSENGER WAS DENIED
* BOARDING IS PLANNED TO ARRIVE IN.

* NOTE 1: IF THE OFFER OF COMPENSATION IS MADE BY
* THE CARRIER AND ACCEPTED BY THE
* PASSENGER, SUCH PAYMENT SHALL CONSTITUTE
* FULL COMPENSATION FOR ALL ACTUAL OR
* ANTICIPATORY DAMAGES INCURRED OR TO BE
* INCURRED BY THE PASSENGER AS A RESULT OF
* THE CARRIER'S FAILURE TO PROVIDE
* PASSENGER WITH CONFIRMED RESERVED SPACE.

* NOTE 2: SUBJECT TO THE PASSENGER'S APPROVAL,
* CARRIER WILL COMPENSATE THE PASSENGER
* WITH CREDIT VALID FOR THE PURCHASE OF
* TRANSPORTATION IN LIEU OF MONETARY
* COMPENSATION. THE CREDIT ISSUED WILL BE
* FOR A VALUE EQUAL TO OR GREATER THAN THE
* MONETARY COMPENSATION. SUCH CREDIT WILL
* BE NON-TRANSFERABLE, NON-REFUNDABLE AND
* VALID FOR ONE YEAR FROM THE DATE OF
* ISSUED.

* (3) TIME OF OFFER OF COMPENSATION
* THE OFFER OF COMPENSATION WILL BE MADE BY THE
* CARRIER ON THE DAY AND THE THE PLACE WHERE THE
* FAILURE TO PROVIDE CONFIRMED RESERVED SPACE
* OCCURS, AND, IF ACCEPTED, WILL BE RECEIPTED FOR

BY

* THE PASSENGER. PROVIDED, HOWEVER, THAT WHEN THE
* CARRIER ARRANGES, FOR THE PASSENGER'S

CONVENIENCE,

* ALTERNATE TRANSPORTATION THAT DEPARTS PRIOR TO

THE

* TIME OF THE OFFER CAN BE MADE TO THE PASSENGER,
* COMPENSATION SHALL BE SENT WITHIN 24 HOURS AFTER
* THE TIME THE DENIED BOARDING OCCURS.

* (F) NOTICE PROVIDED TO PASSENGERS
* THE FOLLOWING WRITTEN NOTICE SHALL BE PROVIDED TO ALL
* PASSENGERS WHO ARE DENIED BOARDING INVOLUNTARILY ON
* FLIGHTS ON WHICH THEY HOLD CONFIRMED RESERVED SPACE.

* (1) COMPENSATION FOR DENIED BOARDING
* IF YOU HAVE BEEN DENIED A RESERVED SEAT ON AIR
* TRANSAT, YOU ARE PROBABLY ENTITLED TO MONETARY
* COMPENSATION. THIS NOTICE EXPLAINS THE AIRLINE'S
* OBLIGATIONS AND THE PASSENGER'S RIGHTS IN THE

CASE

* OF AN OVERSOLD FLIGHT, IN ACCORDANCE WITH
* REGULATIONS OF THE U.S. DEPARTMENT OF

TITLE/APPLICATION - 70 (CONT)
* TRANSPORTATION.
* (2) VOLUNTEERS AND BOARDING PRIORITIES
* IF A FLIGHT IS OVERSOLD (MORE PASSENGERS HOLD
* CONFIRMED RESERVATIONS THAN THERE ARE SEATS
* AVAILABLE), NO ONE MAY BE DENIED BOARDING AGAINST
* HIS/HER WILL UNTIL AIRLINE PERSONNEL FIRST ASK
FOR
* VOLUNTEERS WHO WILL GIVE UP THEIR RESERVATIONS
* WILLINGLY, IN EXCHANGE FOR PAYMENT OF THE
* AIRLINE'S CHOOSING. IF THERE ARE NOT ENOUGH
* VOLUNTEERS, OTHER PASSENGERS MAY BE DENIED
* BOARDING INVOLUNTARILY, IN ACCORDANCE WITH THE
* FOLLOWING BOARDING PRIORITY OF AIR TRANSAT. THE
* LAST PASSENGER TO ARRIVE AT THE TICKET LIFT POINT
* WILL BE FIRST TO BE DENIED BOARDING EXCEPT
* PASSENGERS TRAVELLING DUE TO DEATH OR ILLNESS OF
* MEMBER OF THE PASSENGERS, FAMILY, AGED PASSENGERS
* OR UNACCOMPANIED CHILDREN.
* (3) COMPENSATION FOR INVOLUNTARY DENIED BOARDING
* IF YOU ARE DENIED BOARDING INVOLUNTARILY, YOU ARE
* ENTITLED TO PAYMENT OF "DENIED BOARDING
* COMPENSATION" FROM THE AIRLINE UNLESS (1) YOU
HAVE
* NOT FULLY COMPLIED WITH THE AIRLINE'S TICKETING,
* CHECK-IN AND RECONFIRMATION REQUIREMENTS, OR YOU
* ARE NOT ACCEPTABLE FOR TRANSPORTATION UNDER THE
* AIRLINE'S USUAL RULES AND PRACTICES; OR (2) YOU
* ARE DENIED BOARDING BECAUSE THE FLIGHT IS
* CANCELLED; OR (3) YOU ARE DENIED BOARDING BECAUSE
* A SMALLER CAPACITY AIRCRAFT WAS SUBSTITUTED FOR
* SAFETY OR OPERATIONAL REASONS: OR (4) YOU ARE
* OFFERED ACCOMMODATIONS IN A SECTION OF THE
* AIRCRAFT OTHER THAN THAT SPECIFIED IN YOUR
TICKET,
* AT NO EXTRA CHARGE. (A PASSENGER SEATED IN A
* SECTION FOR WHICH A LOWER FARE IS CHARGED MUST BE
* GIVEN AN APPROPRIATE REFUND); OR (5) THE AIRLINE
* IS ABLE TO PLACE YOU ON ANOTHER FLIGHT OR FLIGHTS
* THAT ARE PLANNED TO REACH YOUR NEXT STOPOVER OR
* DESTINATION WITHIN ONE HOUR OF THE PLANNED
ARRIVAL
* OF YOUR ORIGINAL FLIGHT.
* (4) AMOUNT OF DENIED BOARDING COMPENSATION
* PASSENGERS TRAVELLING FROM THE UNITED STATES TO A
* FOREIGN POINT WHO ARE DENIED BOARDING
* INVOLUNTARILY FROM AN OVERSOLD FLIGHT ORIGINATING
* AT A U.S. AIRPORT ARE ENTITLED TO:
* (I) NO COMPENSATION IF THE CARRIER OFFERS
* ALTERNATE TRANSPORTATION THAT IS PLANNED TO
* ARRIVE AT THE PASSENGER'S DESTINATION OR

* FIRST STOPOVER NO LATER THAN ONE HOUR AFTER
* THE PLANNED ARRIVAL TIME OF THE PASSENGER'S
* ORIGINAL FLIGHT;

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
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AREA: TB TARIFF: CGR CXR: TS RULE: 0017

TITLE/APPLICATION - 70 (CONT)

* (II) 200 PERCENT OF THE FARE TO THE PASSENGER'S
* DESTINATION OR FIRST STOPOVER, WITH A

MAXIMUM

* OF \$650, IF THE CARRIER OFFERS ALTERNATE
* TRANSPORTATION THAT IS PLANNED TO ARRIVE AT
* THE PASSENGER'S DISTINATION OR FIRST

STOPOVER

* MORE THAN ONE HOUR BUT LESS THAN FOUR HOURS
* AFTER THE PLANNED ARRIVAL TIME OF THE
* PASSENGER'S ORIGINAL FLIGHT; AND

* (III) 400 PERCENT OF THE FARE TO THE PASSENGER'S
* DESTIANTION OR FIRST STOPOVER, WITH A

MAXIMUM

* OF \$1,300, IF THE CARRIER DOES NOT OFFER
* ALTERNATE TRANSPORTATION THAT IS PLANNED

LESS

* THAN FOUR HOURS AFTER THE PLANNED ARRIVAL
* TIME OF THE PASSENGER'S ORIGINAL FLIGHT.
* "ALTERNATE TRANSPORTATION" IS AIR
* TRANSPORTATION WITH A CONFIRMED RESERVATION
* AT NO ADDITIONAL CHARGE (BY ANY SCHEDULED
* AIRLINE LICENSED BY THE D.O.T.) OR OTHER
* TRANSPORTATION ACCEPTED AND USED BY THE
* PASSENGER IN CASE OF DENIED BOARDING.

* (5) METHOD OF PAYMENT
* EXCEPT AS PROVIDED BELOW, THE AIRLINE MUST GIVE
* EACH PASSENGER WHO QUALIFIES FOR INVOLUNTARY
* DENIED BOARDING COMPENSATION A PAYMENT BY CASH OR
* CHECK FOR THE AMOUNT SPECIFIED ABOVE, ON THE DAY
* AT THE PLACE THE INVOLUNTARY DENIED BOARDING
* OCCURS. IF THE AIRLINE ARRANGES ALTERNATE
* TRANSPORTATION FOR THE PASSENGER'S CONVENIENCE
* THAT DEPARTS BEFORE THE PAYMENT CAN BE MADE, THE
* PAYMENT SHALL BE SENT TO THE PASSENGER WITHIN 24
* HOURS. THE AIR CARRIER MAY OFFER FREE OR
* DISCOUNTED TICKETS IN PLACE OF THE CASH PAYMENT.
* IN THAT EVENT, THE CARRIER MUST DISCLOSE ALL
* MATERIAL RESTRICTIONS ON THE USE OF THE FREE OR
* DISCOUNTED TRANSPORTATION BEFORE THE PASSENGER
* DECIDES WHETHER TO ACCTP THE TRANSPORTATION IN
* LIEU OF CASH OR CHECK PAYMENT. THE PASSENGER MAY
* INSIST ON THE CASH/CHECK PAYMENTS OR REFUSE ALL
* COMPENSATION AND BRING LEGAL ACTION.

* (6) PASSENGER'S OPTIONS

MAY
IN
* ACCEPTANCE OF THE COMPENSATION MAY RELIEVE AIR
* TRANSAT FROM ANY FURTHER LIABILITY TO THE
* PASSENGER CAUSED BY ITS FAILURE TO HONOUR THE
* CONFIRMED RESERVATION. HOWEVER, THE PASSENGER
*
* DECLINE THE PAYMENT AND SEEK TO RECOVER DAMAGES
*
* A COURT OF LAW OR IN SOME OTHER MANNER.
* DENIED BOARDING COMPENSATION PART II
* (FOR TRANSPORTATION FROM A POINT IN CANADA TO A DESTINATION
* OR FIRST POINT OF STOPOVER IN THE UNITED STATES)

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY

IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0017

TITLE/APPLICATION - 70 (CONT)

* WHEN TS IS UNABLE TO PROVIDE PREVIOUSLY CONFIRMED SPACE DUE
* TO THERE BEING MORE PASSENGERS HOLDING CONFIRMED
* RESERVATIONS AND TICKETS THAT FOR WHICH THERE ARE AVAILABLE
* SEATS ON THAT FLIGHT, TS SHALL IMPLEMENT THE PROVISIONS OF
* THIS RULE.

DEFINITIONS
* (A) DEFINITIONS
* FOR THE PURPOSE OF THIS RULE, THE FOLLOWING

DEFINITIONS
* SHALL APPLY:

FLIGHT
* (1) AIRPORT IS
* (A) THAT AT WHICH THE DIRECT OR CONNECTING

ARRIVE;
* ON WHICH THE PASSENGER HOLDS CONFIRMED AND
* TICKETED RESERVATIONS IS SCHEDULED TO

AREA
* OR
* (B) ANOTHER AIRPORT IN THE SAME METROPOLITAN

AS (A) WHICH IS ALSO SERVED BY TS AND IS
* ACCEPTABLE TO THE PASSENGER.

AT
* (2) ALTERNATE TRANSPORTATION IS AIR TRANSPORTATION
* PROVIDED BY AIR CARRIER WHICH, AT THE TIME SUCH
* ARRANGEMENTS ARE MADE, WILL PROVIDE FOR ARRIVAL

* THE PASSENGER'S DESTINATION OR NEXT POINT OF
* STOPOVER, WITHIN 4 HOURS OF HIS ORIGINALLY
* SCHEDULED ARRIVAL TIME.

* (3) CONFIRMED SPACE (RESERVATIONS) IS THAT WHICH
* APPLIES TO A SPECIFIC TS FLIGHT, DATE AND FARE
* TYPE AS REQUESTED BY A PASSENGER AND WHICH IS
* VERIFIED IN TS'S RESERVATIONS SYSTEM AND IS SO
* NOTED ON HIS/HER TICKET.

* (4) OVERSOLD IS THAT CONDITION WHICH IS THE RESULT OF
* THERE BEING MORE PASSENGERS WITH CONFIRMED
* RESERVATIONS AND TICKETS THAN THERE ARE SEATS
* AVAILABLE ON A FLIGHT.

OF

IN

* (5) STOPOVER IS A DELIBERATE INTERRUPTION OF JOURNEY
 * REQUESTED BY THE PASSENGER WHICH IS SCHEDULED TO
 * EXCEED FOUR HOURS AT A PLACE BETWEEN THE POINTS
 *
 * ORIGIN AND DESTINATION.
 * (B) REQUEST FOR VOLUNTEERS
 * (1) TS WILL REQUEST VOLUNTEERS FROM AMONG THE
 * CONFIRMED PASSENGERS, TO RELINQUISH THEIR SEATS
 *
 * EXCHANGE FOR COMPENSATION AS DEFINED IN (E).
 * (2) ONCE A PASSENGERS HAS VOLUNTARILY RELINQUISH
 * HIS/HER SEAT, HE/SHE WILL NOT LATER BE
 * INVOLUNTARILY DENIED BOARDING UNLESS HE/SHE WAS
 * ADVISED AT THE TIME HE/SHE VOLUNTEERED OF SUCH
 * POSSIBILITY AND THE AMOUNT OF COMPENSATION OF
 * WHICH HE/SHE WOULD BE ENTITLED.
 * (3) THE REQUEST FOR VOLUNTEERS AND THE SLECTION OF
 * PASSENGERS TO BE DENIED BOARDING SHALL BE IN A
 * MANNER SOLELY DETERMINED BY TS.
 * (C) BOARDING PRIORITIES

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
 IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0017

TITLE/APPLICATION - 70 (CONT)

* (1) IF A FLIGHT IS OVERSOLD NO PASSENGERS MAY BE
 * INVOLUNTARILY DENIED BOARDING UNTIL TS HAS FIRST
 * REQUESTED VOLUNTEERS TO RELINQUISH THEIR SEATS.
 * (2) IN THE EVENT THERE ARE NOT ENOUGH VOLUNTEERS,
 * OTHER PASSENGERS MAY BE INVOLUNTARILY DENIED
 * BOARDING IN ACCORDANCE WITH TS'S BOARDING
 *
 * POLICY.
 * PASSENGERS WITH CONFIRMED
 * RESERVATIONS WILL BE PERMITTED TO BOARD IN THE
 * FOLLOWING ORDER UNTIL ALL AVAILABLE SEATS ARE
 * OCCUPIED:
 * (A) PHYSICALLY HANDICAPPED PASSENGERS,
 * UNACCOMPANIED CHILDREN UNDER 12 YEARS OF AGE
 * AND OTHERS FOR WHOM, IN TS'S ASSESSEMENT,
 * FAILURE TO CARRY WOULD CAUSE SEVERE
 *
 * (B) PASSENGERS PAYING CLUB CLASS (J) OR FULL
 * ECONOMY (Y) CLASS FARES.
 * (C) ALL OTHER PASSENGERS, WILL BE ACCOMMODATED
 *
 * THE ORDER IN WHICH THE PRESENT THEMSELVES
 *
 * CHECK-IN.
 * (D) TRANSPORTATION FOR PASSENGERS DENIED BOARDING
 * A PASSENGER WHO HAS BEEN DENIED BOARDING, EITHER
 * VOLUNTARILY OR INVOLUNTARILY, WILL BE PROVIDED

PRIORITY

HARDSHIP.

IN

FOR

* TRANSPORTATION IN ACCORDANCE WITH THE FOLLOWING BELOW:
 * (1) THE PASSENGER WILL BE TRANSPORTED WITHOUT
 STOPOVER
 * ON THE NEXT AVAILABLE TS FLIGHT, REGARDLESS OF
 THE
 * CLASS OF SERVICE, AND AT NO ADDITIONAL COST TO
 * HIM/HER OR
 * (2) AT TS'S OPTION SHOULD TS NOT BE ABLE TO PROVIDE
 * ONWARD TRANSPORTATION ACCEPTABLE TO THE
 PASSENGER,
 * ON THE SERVICES OF TS, TRANSPORTATION VIA THE
 * SERVICES OF ANOTHER CARRIER(S) WILL BE PROVIDED
 AS
 * FOLLOWS:
 * (A) THE PASSENGER WILL BE ACCOMMODATED IN THE
 * CLASS OF SERVICE AND/OR BOOKING CLASS
 * APPLICABLE TO HIS/HER TRANSPORTATION ON TS.
 * (B) TRANSPORTATION IN A DIFFERENT CLASS OF
 * SERVICE AND/OR BOOKING CLASS WILL BE
 PROVIDED
 * WITHOUT ADDITIONAL COST TO THE PASSENGER
 ONLY
 * IF IT WILL PROVIDE FOR AN EARLIER ARRIVAL AT
 * HIS/HER DESTINATION OR NEXT POINT OF
 * STOPOVER.
 * (3) OR, AT THE PASSENGER'S OPTION, OR IF TS IS UNABLE
 * TO PERFORM THE OPTIONS STATED IN 1) OR 2) ABOVE
 * WITHIN A REASONABLE AMOUNT OF TIME, REFUND THE
 * TICKET OR UNUSED COUPON(S) THEREOF IN ACCORDANCE
 * WITH APPLICABLE PROVISIONS (REFUNDS -
 * INVOLUNTARY).
 * (E) COMPENSATION

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 IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0017

TITLE/APPLICATION - 70 (CONT)
 * UNLESS PASSENGER CHOOSES OPTION D) 3) ABOVE, IN
 * ADDITION TO PROVIDING TRANSPORTATION IN ACCORDANCE
 WITH
 * D) 1) OR 2) A PASSENGER WHO HAS BEEN DENIED BOARDING
 * WILL BE COMPENSATED BY TS AS FOLLOWS:
 * (1) CONDITIONS FOR PAYMENT
 * (A) THE PASSENGER MUST PRESENT HIMSELF/HERSELF
 * FOR CARRIAGE AT THE APPROPRIATE TIME AND
 * PLACE.
 * (I) HAVING COMPLETED FULLY WITH TS'S
 * APPLICABLE RESERVATIONS, TICKETING,
 * CHECK-IN AND RECONFIRMATION PROCEDURES;
 * AND,
 * (II) BEING ACCEPTABLE FOR TRANSPORTATION IN
 * ACCORDANCE WITH TS'S PUBLISHED TARIFFS.

*
ACCOMMODATE

(B) IT MUST NOT HAVE BEEN POSSIBLE TO

* THE PASSENGER ON THE FLIGHT ON WHICH HE/SHE
* HELD CONFIRMED RESERVATIONS AND THE FLIGHT
* MUST HAVE DEPARTED WITHOUT HIM/HER.

* EXCPETION: THE PASSNEGER WILL NOT BE
* ELILIBLE FOR COMPENSATON:

* (I) IF HE/SHE IS OFFERED ACCOMMODATION OR IS
* SEATED IN A COMPARTMENT OF THE AIRCRAFT
* OTHER THAN THAT SPECIFIED ON HIS TICKET
* AT NO EXTRA CHARGE FOR HIM/HER (SHOULD
* HE BE SEATED IN A COMPARTMENT FOR WHICH
* A LOWER FARE APPLIES HE SHALL BE
* ENTITLED TO THE APPROPRIATE REFUND/OR;

* (II) WHEN THE FLIGHT ON WHICH HE/SHE HOLDS A
* CONFIRMED AND TICKETED RESERVATION IS
* CANCELLED OR SPACE HAS BEEN

* REQUISITIONED BY THE GOVERNMENT; OR,
* (III) IF, FOR OPERATIONAL AND SAFETY REASONS,
* HIS/HER AIRCRAFT HAS BEEN SUBSTITUTED
* WITH ONE HAVING LESSER CAPACITY.

* (2) AMOUNT OF COMPENSATION
* SUBJECT TO THE PROVISIONS OF (E) (1) ABOVE, TS

WILL

* TENDER LIQUIDATED DAMAGES IN THE AMOUNT OF CAD
* \$100.00 CASH OR A CREDIT VOUCHER OR MCO (GOOD FOR
* FUTURE TRAVEL ON TS) IN THE AMOUNT OF CAD

\$200.00,

* TO THE PASSENGER'S OPTION, FOR TRAVEL TO THE USA.
* IF ACCEPTED BY THE PASSENGER, SUCH TENDER WILL
* CONSTITUTE FULL COMPENSATON FOR ALL ACTUAL OR
* ANTICIPATORY DAMAGES, INCURRED OR TO BE INCURRED.

* (F) NOTICE PROVIDED TO PASSENGERS
* THE FOLLOWING WRITTEN NOTICE SHALL BE PROVIDED TO ALL
* PASSENGERS WHO ARE INVOLUNTARILY DENIED BOARDING ON
* FLIGHTS FOR WHICH THEY HOLD CONFIRMED RESERVATIONS.

* (1) COMPENSATION FOR DENIED BOARDING
* IF YOU HAVE BEEN DENIED BOARDING ON A FLIGHT FOR

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TITLE/APPLICATION - 70 (CONT)

* WHICH YOU HELD CONFIRMED AND TICKETED
* RESERVATIONS, YOU ARE PROBABLY ENTITLED TO
* MONETARY COMPENSATION. THIS NOTICE EXPLAINS AIR
* TRANSAT'S OBLIGATIONS AND YOUR RIGHTS IN THE CASE
* OF AN OVERSOLD (MORE CONFIRMED AND TICKETED
* PASSENGERS THAN THERE ARE AVAILABLE SEATS)

FLIGHT,

* IN ACCORDANCE WITH TS'S PUBLISHED TARIFFS.
* (2) VOLUNTEERS AND BOARDING PRIORITIES

* WHEN A FLIGHT IS OVERSOLD NO PASSENGERS MAY BE
 * DENIED BOARDING UNTIL AIR TRANSAT HAS REQUESTED
 * VOLUNTEERS FROM AMONG THE CONFIRMED AND TICKETED
 * PASSENGERS TO RELINQUISH THEIR SEATS IN EXCHANGE
 * FOR A PAYMENT OF AIR TRANSAT'S CHOOSING. IN THE
 * EVENT THERE ARE NOT ENOUGH VOLUNTEERS, OTHER
 * PASSENGERS MAY BE INVOLUNTARILY DENIED BOARDING
 IN
 * ACCORDANCE WITH TS'S BOARDING PRIORITY POLICY.
 * PASSENGERS WITH CONFIRMED RESERVATIONS WHO HAVE
 * NOT RECEIVED A BOARDING PASS, WILL BE PERMITTED
 TO
 * BOARD IN THE FOLLOWING ORDER UNTIL ALL AVAILABLE
 * SEATS ARE OCCUPIED:
 * (A) PASSENGERS WITH A DISABILITY, UNACCOMPANIED
 * CHILDREN UNDER 12 YEARS OF AGE AND OTHERS
 FOR
 * WHOM, IN TS'S ASSESSMENT, FAILURE TO CARRY
 * WOULD CAUSE SEVERE HARDSHIP.
 * (B) PASSENGERS PAYING CLUB CLASS (J) OR FULL
 * ECONOMY (Y) CLASS FARES.
 * (C) ALL OTHER PASSENGERS, INCLUDING TOUR
 * CONDUCTORS ACCOMPANYING A GROUP. THESE
 * PASSENGERS WILL BE ACCOMMODATED IN THE ORDER
 * IN WHICH THEY PRESENT THEMSELVES FOR CHECK-
 IN
 * AND BOARDING.
 * (3) COMPENSATION FOR INVOLUNTARY DENIED BOARDING
 * IF YOU ARE DENIED BOARDING INVOLUNTARILY, YOU ARE
 * ENTITLED TO "DENIED BOARDING COMPENSATION"
 UNLESS:
 * (A) YOU HAVE NOT FULLY COMPLIED WITH THE AIR
 * TRANSAT'S APPLICABLE RESERVATIONS,
 TICKETING,
 * CHECK-IN AND RECONFIRMATION PROCEDURES OR
 YOU
 * ARE NOT ACCEPTABLE FOR TRANSPORTATION IN
 * ACCORDANCE WITH AIR TRANSAT PUBLISHED
 * TARIFFS; OR
 * (B) YOU ARE DENIED BOARDING BECAUSE THE FLIGHT
 IS
 * CANCELLED; OR
 * (C) YOU ARE DENIED BOARDING BECAUSE OF GOVERNMENT
 * REQUISITION OF SPACE; OR
 * (D) YOU ARE OFFERED ACCOMMODATIONS IN A
 * COMPARTMENT OF THE AIRCRAFT OTHER THAN THAT
 * SPECIFIED IN YOUR TICKET, AT NO EXTRA
 CHARGE.
 * (IF SEATED IN A COMPARTMENT FOR WHICH A
 LOWER
 * FARE APPLIES, YOU MUST BE GIVEN THE

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TITLE/APPLICATION - 70 (CONT)
* APPROPRIATE REFUND).
* (4) AMOUNT OF DENIED BOARDING COMPENSATION
* IF YOU ARE DENIED BOARDING FOR FLIGHTS DESTINED
TO
* THE UNITED STATES AND ARE ELIGIBLE FOR DENIED
* BOARDING COMPENSATION, YOU MUST BE OFFERED A CASH
* PAYMENT OF \$100.00 (CAD) OR A CREDIT VOUCHER
(MCO)
* GOOD FOR FUTURE TRAVEL ON AIR TRANSAT IN THE
* AMOUNT OF \$200.00 (CAD).
* (5) METHOD OF PAYMENT
* IF YOU QUALIFY FOR DENIED BOARDING COMPENSATION,
* AIR TRANSAT MUST GIVE YOU PAYMENT BY CHECK, DRAFT
* OR A CREDIT VOUCHER GOOD FOR FUTURE TRAVEL ON AIR
* TRANSAT FOR THE AMOUNT SPECIFIED ABOVE, ON THE
DAY
* AND AT THE PLACE THE INVOLUNTARY DENIED BOARDING
* OCCURS. SHOULD YOU BE OFFERED ALTERNATE
* TRANSPORTATION WHICH IS AT YOUR CONVENIENCE BUT
* WHICH DEPARTS BEFORE THE PAYMENT CAN BE MADE, IT
* WILL BE SENT TO YOU WITHIN 24 HOURS.
* (6) PASSENGER'S OPTIONS
* ACCEPTANCE OF THE COMPENSATION (BY ENDORSING THE
* CHECK OR DRAFT OR NOT RETURNING THE CREDIT
VOUCHER
* TO AIR TRANSAT WITHIN 30 DAYS OF ISSUANCE)
RELIEVE
* AIR TRANSAT FROM ANY FURTHER LIABILITY CAUSED BY
* OUR FAILURE TO HONOR YOUR CONFIRMED AND TICKETED
* RESERVATION. HOWEVER, YOU MAY DECLINE THE
PAYMENT
* AND SEEK TO RECOVER DAMAGES IN A COURT OF LAW OR
* IN SOME OTHER MANNER WITHIN THIRTY (30 DAYS) FROM
* THE DATE ON WHICH THE DENIED BOARDING OCCURRED.
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TITLE/APPLICATION - 70
* USE OF OXYGEN ON-BOARD
* THE CARRIER PROVIDE BREATHING OXYGEN ON-BOARD FOR CHRONIC
BREATHING * RESPIRATORY ILLNESS. THE PASSENGER REQUIRING SUCH
* OXYGEN MUST SUBMIT A REQUEST TO THE CARRIER TO THIS EFFECT
* NOT LESS THAN SEVEN (7) DAYS PRIOR TO SCHEDULED DEPARTURE.
* AS PART OF THIS PROCESS, THE PASSENGER MUST HAVE A
PHYSICIAN
* COMPLETE THE REQUIRED FORM PROVIDED BY THE CARRIER. A FEE
* OF \$100.00 CAD PER OXYGEN KIT WILL BE CHARGED (TO A
MAXIMUM
OF \$300.00 CAD) FOR OXYGEN

THE * SERVICE FROM POINT OF DEPARTURE TO POINT OF DESTINATION,
* STOPOVER OR INTERLINE TRANSFER, WHICHEVER OCCURS FIRST.

LIFESTYLE, * PASSENGER MAY USE THE FOLLOWING TYPES OF PERSONAL OXYGEN
* CONCENTRATORS ON BOARD: AIRSEP FREESTYLE, AIRSEP

* DELPHI RS-00400, DEVILBISS HEATHCARE'S IGO, INOGEN ONE,
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TITLE/APPLICATION - 70 (CONT)

INVACARE * INOGEN ONE G2, INTERNATIONAL BIOPHYSICS LIFECHOICE,
* XP02, INVACARE SOLO2, OXLIFE'S INDEPENDENCE OXYGEN
* CONCENTRATOR, RESPIRONICS EVERGO, SEQUAL ECLIPSE. THESE
* CONCENTRATORS USE LITHIUM BATTERIES, WHICH ARE ACCEPTED FOR
* CARRIAGE IN THE CABIN ONLY (NO MORE THAN TWO SPARES PER
* PASSENGER). PASSENGERS USING SUCH EQUIPMENT MAY NOT BE
* SEATED IN BULKHEAD OR EMERGENCY EXIT ROWS, AS THE DEVICE
* MUST BE STOWED UNDER THE SEAT IN FRONT WHENEVER THE FASTEN
* SEAT BELT SIGN IS ILLUMINATED. SUCH CONCENTRATORS MUST
* CONFORM WITH TRANSPORT CANADA'S CARRIAGE OF DANGEROUS GOODS
* REGULATIONS AS WELL AS WITH CARRY-ON BAGGAGE SIZE
* REGULATIONS AS PER RULE 7. MOREOVER, THE USE OF PERSONAL
* OXYGEN CONCENTRATORS BY THE PASSENGER IS PERMITTED ON BOARD
* SUBJECT TO 48 HOUR ADVANCE NOTICE IN THIS RESPECT BEING
* PROVIDED TO THE CARRIER. SUCH NOTICE MUST INCLUDE A
* DECLARATION BY A PHYSICIAN (INCLUDING BASIC CONTACT

DETAILS) * THAT THE PASSENGER MAY FLY WITHOUT RISK TO HIMSELF/HERSELF
* OR TO OTHERS ON BOARD.

AREA: TB TARIFF: CGR CXR: TS RULE: 0020

TITLE/APPLICATION - 70

CONTRACT BULK GROUP 40 INCLUSIVE TOURS FARES
(CBIT(40)
BETWEEN CANADA AND POINTS IN THE UNITED
STATES OF AMERICA
CONTRACT BULK FARES ARE AVAILABLE FOR SALE TO TOUR

OPERATORS

ONLY. FOR THE PURPOSE OF THIS RULE TOUR OPERATOR MEANS A
PERSON OTHER THAN THE CARRIER WHO CONTRACTS TO PURCHASE THE
SEATS AND WHO PRODUCES AND PROMOTES THE INCLUSIVE TOUR
REQUIRED HEREIN.

(A) APPLICATION

(1) FARE TYPE: CONTRACT BULK INCLUSIVE TOUR FARES
APPLY ON ECONOMY SERVICE FOR ROUND TRIP
TRANSPORTATION BETWEEN POINTS IN CANADA AND POINTS
IN THE UNITED STATES OF AMERICA.

(2) FARES APPLY BETWEEN ORIGIN AND DESTINATION ON

CARRIER'S DIRECT OR THROUGH SERVICES AND DO NOT APPLY TO OR FROM INTERMEDIATE POINTS. NO ONLINE

OR

INTERLINE TRANSFERS ARE PERMITTED.

- (3) NOTWITHSTANDING RULE 5 OF THE GOVERNING RULES TARIFF, THE CONTENTS OF THIS TARIFF IN EFFECT BY VIRTUE OF THE EFFECTIVE DATE OF EACH PAGE ON THE DATE SIGNING OF THE CONTRACT BULK INCLUSIVE TOUR CONTRACT SHALL GOVERN THE CONTRACT BULK INCLUSIVE

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TITLE/APPLICATION - 70 (CONT)

TOUR CONTRACT. SHOULD THE TOUR OPERATOR AND THE CARRIER AGREE TO AMEND A CONTRACT FOR A SERIES OF FLIGHTS OPERATED WITHIN THE ORIGINAL PERIOD OF THE CONTRACT, THE TARIFF IN EFFECT AT THE TIME OF SIGNING THE ORIGINAL CONTRACT WILL APPLY.

- (4) GENERAL APPLICATION OF FARES
 - (A) WHEN A CONTRACT HAS BEEN EXECUTED FOR NOT

LESS

THAN (40) FORTY SEATS, THE TOUR OPERATOR IS DEEMED TO HAVE MET HIS REQUIREMENT PROVIDING

A

MINIMUM OF 40 SEATS ARE CONTRACTED FOR DURING A SPECIFIC CALENDAR WEEK (MONDAY THROUGH SUNDAY) AND NOT LESS THAN 40 SEATS ARE CONTRACTED FOR ANY ONE DAY;

- (B) WHEN THE SEAT (S) CONTRACTED FOR ARE UTILIZED ONLY IN COMBINATION WITH AN INCLUSIVE TOUR AS REQUIRED HEREIN;
- (C) FOR A BLOCK OF ECONOMY CLASS SEATS FOR TRAVEL FROM POINT OF ORIGIN TO THE POINT OF DESTINATION AND RETURN, IN THE DIRECTION AS SPECIFIED, AND ARE NOT APPLICABLE TO OR FROM INTERMEDIATE POINTS;
- (D) ADDITIONAL SEATS MAY BE PURCHASED FOR CAD 250.00 FOR EACH ADDITIONAL SEAT.

- (B) COMBINATIONS
COMBINATIONS WITH ANY OTHER FARE SHALL NOT BE

PERMITTED.

- (C) PERIOD OF VALIDITY
VALID YEAR ROUND.

- (D) FARES
{CANCELLED}

*

- (E) LENGTH OF STAY
RETURN TRAVEL SHALL NOT BE COMMENCED PRIOR TO THE SEVENTY-SECOND (72) HOUR AFTER THE HOUR OF

COMMENCEMENT

OF TRAVEL FROM THE POINT OF ORIGIN.

- (F) STOPOVERS

NO STOPOVERS ARE PERMITTED EXCEPT AT THE POINT OF
TURNAROUND.

(G) CHILDREN'S AND INFANTS' FARES
RULE 13H) (CHILDREN'S FARES) IS NOT APPLICABLE TO

FARES

GOVERNED BY THIS RULE.

EXCEPTION: ACCOMPANIED INFANTS UNDER 2 YEARS OF AGE
NOT OCCUPYING A SEAT WILL BE CARRIED AS

PER

RULE 13G.)

(H) TOUR REQUIREMENTS
CONTRACT BULK ARRANGEMENTS MAY ONLY BE MADE FOR THE
PURPOSE OF CARRYING PASSENGERS WHO HAVE PURCHASED
INCLUSIVE TOURS TO THE COUNTRY OF DESTINATION WHICH
SHALL INCLUDE, IN ADDITION TO AIR TRAVEL THE FOLLOWING
FEATURES:

(1) COMMERCIAL SLEEPING ACCOMMODATIONS FOR THE TOTAL

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TITLE/APPLICATION - 70 (CONT)

DURATION OF THE TRIP;

(2) GROUND TRANSPORTATION BETWEEN AIRPORTS OR SURFACE
TERMINALS AND COMMERCIAL ACCOMMODATIONS USED AT
ALL POINTS OTHER THAN THE POINT OF ORIGIN OF THE
TOUR.

(3) THE MINIMUM SELLING PRICE OF THE TOUR INCLUDING
THE TOUR FEATURES ABOVE SHALL NOT BE LESS THAN

THE

APPLICABLE PRORATE OF THE CONTRACT PRICE PER SEAT
PLUS CAD 16.00 (CAD 8.00 FOR CHILDREN 2-11 YEARS
OF AGE SHARING ACCOMMODATION WITH A PARTICIPANT)
FOR EACH NIGHT ACCOMMODATION EXCEPT THAT NO SUCH
AMOUNT:

(A) SHALL BE LESS THAN CAD 60.00 (CAD 30.00 FOR
CHILDREN 2-11 YEARS OF AGE SHARING
ACCOMMODATION WITH A PARTICIPANT), AND;

(B) FOR TOUR OF MORE THAN TEN NIGHTS, NEED BE
MORE THAN CAD 160.00 (CAD 80.00 FOR CHILDREN
2-11 YEARS OF AGE SHARING ACCOMMODATION WITH
A PARTICIPANT).

(3) IF ONE, TWO OR THREE TOUR OPERATORS WHO TOGETHER
CONTRACT FOR A MINIMUM NUMBER OF SEATS FAILS TO
MEET ALL THE REQUIREMENT FOR A DEPARTURE, ALL

SEATS

PURCHASED ON THAT DEPARTURE WILL BE CANCELLED BY
THE CARRIER AND EACH TOUR OPERATOR AGREES TO
INDEMNIFY AND HOLD HARMLESS THE CARRIER FROM ANY
CLAIMS OR DAMAGES AS A RESULT OF SUCH ACTION;
EXCEPTION: WHEN A CARRIER CANCELS SEATS

CONTRACTED

FOR BY ONE TOUR OPERATOR FOR FAILURE TO MEET THE REQUIREMENTS, THE CARRIER WILL NOT CANCEL ANY REMAINING SEATS CONTRACTED FOR BY THE OTHER TOUR OPERATOR(S) WHEN:

- (A) THE REMAINING NUMBER OF CONTRACTED SEATS ARE NOT LESS THAN THE MINIMUM NUMBER REQUIRED AS PUBLISHED IN (A) (4) (A) OF THIS RULE;
- (B) THE REMAINING TOUR OPERATOR(S) AGREE TO PURCHASE ADDITIONAL SEATS TO MEET THE

REQUIRED

MINIMUM

- (4) WHERE MORE THAN ONE TOUR OPERATOR CONTRACTS FOR A MINIMUM NUMBER OF SEATS NO ONE TOUR OPERATOR MAY CONTRACT FOR LESS THAN (40) FORTY SEATS FOR EACH DEPARTURE;
- (5) A DEPOSIT OF CAD 10,000.00 OR 5 PERCENT OF THE TOTAL CONTRACT PRICE, WHICHEVER IS LESS, SHALL BE PAID ON EXECUTION OF A CONTRACT BETWEEN THE TOUR OPERATOR(S) AND THE CARRIER;
- (6) FULL PAYMENT FOR SEATS ON EACH ROUND TRIP CONTRACTED SHALL BE MADE BY THE TOUR OPERATOR(S)

TO

THE CARRIER FOURTEEN (14) DAYS BEFORE THE DATE OF DEPARTURE OF THE OUTGOING FLIGHT AND THE FOREGOING

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TITLE/APPLICATION - 70 (CONT)

DEPOSIT LESS ANY CANCELLATION FEES THAT REMAIN PAYABLE BY THE TOUR OPERATOR(S) SHALL BE DEDUCTED FROM THE PAYMENT FOR THE SEATS ON THE LAST ROUND TRIP TO BE OPERATED.

- (7) WHEN ADDITIONAL SEATS ARE REQUESTED FOURTEEN (14) DAYS OR LESS BEFORE DEPARTURE FULL PAYMENT MUST BE MADE WHEN RESERVATION IS CONFIRMED.

(J) RESERVATIONS AND TICKETING

THE TOUR OPERATOR SHALL BE RESPONSIBLE FOR:

- (1) DELIVERING TO EACH MEMBER OF THE INCLUSIVE TOUR A PASSENGER TICKET AND BAGGAGE CHECK ISSUED BY THE CARRIER OR BY THE CONTRACTING TOUR OPERATOR ON BEHALF OF THE CARRIER;
- (2) PROVIDING ADDITIONAL DOCUMENTATION IN A FORM ACCEPTABLE TO THE CARRIER SPECIFYING THE

ADDITIONAL

TOUR FEATURES REQUIRED FOR EACH MEMBER OF THE INCLUSIVE TOUR GROUP;

- (3) ENSURING THAT THE TICKETS AND DOCUMENTATION REQUIRED ARE AVAILABLE FOR INSPECTION BY THE CARRIER DURING CHECK-IN-PRIOR TO DEPARTURE.

(K) ROUTING/REROUTING

NO REROUTING IS PERMITTED.

(L) CANCELLATION AND REFUNDS

(1) THE TOUR OPERATOR MAY NOT CANCEL FEWER THAN ALL SEATS PURCHASED ON A FLIGHT AND NO REFUND SHALL BE PAID BY THE CARRIER FOR SEATS NOT USED AT THE TIME OF DEPARTURE;

EXCEPTION: WHERE THE TOUR OPERATOR HAS CONTRACTED FOR MORE THAN THE MINIMUM GROUP SIZE OUTLINED IN THIS RULE, THE SEATS IN EXCESS OF THE MINIMUM GROUP SIZE MAY

BE

CANCELLED SUBJECT TO THE PROVISIONS IN SUB-PARAGRAPH (2) BELOW.

(2) THE TOUR OPERATOR MAY CANCEL ALL SEATS PURCHASED

ON

A FLIGHT AT ANY TIME PRIOR TO DEPARTURE, BUT, WHEN SEATS ARE CANCELLED PURSUANT TO THIS RULE, THE

TOUR

OPERATOR SHALL PAY THE CARRIER A CANCELLATION FEE BY WAY OF LIQUIDATED DAMAGES AND NOT AS A PENALTY AS FOLLOWS:

(A) WHERE SEATS ARE CANCELLED THIRTY (30) DAYS OR MORE PRIOR TO THE DATE OF DEPARTURE THE FEES WILL BE:

SEATS

. WHERE MORE THAN THE MINIMUM NUMBER OF

HAS BEEN PURCHASED, UP TO TEN (10) PERCENT OF THE SEAT CONTRACTED FOR ON A FLIGHT MAY BE CANCELLED WITHOUT CHARGE EXCEPT THAT

THE

RESIDUAL NUMBER OF SEATS MUST NOT BE LESS THAN THE MINIMUM GROUP SIZES IN PARAGRAPH

(A) (4) (A) OF THIS RULE;

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TITLE/APPLICATION - 70 (CONT)

SEATS

. WHERE MORE THAN THE MINIMUM NUMBER OF

HAS BEEN CONTRACTED FOR ON A FLIGHT THE REMAINDER OF SEATS IN EXCESS OF THE

MINIMUM

GROUP SIZE AFTER DEDUCTING 20 (I) ABOVE

MAY

BE CANCELLED AT A CHARGE OF TEN (10) PERCENT OF SEAT PRICES PER SEAT CANCELLED; EXCEPT AS PROVIDED ABOVE, CANCELLATION OF THE REMAINDER OF THE SEATS PURCHASED ON A FLIGHT SHALL BE SUBJECT TO A CANCELLATION CHARGE OF TWENTY (20) PERCENT OF THE CONTRACT BULK INCLUSIVE TOUR FARE

PUBLISHED

FEE

IN THIS TARIFF.

(B) WHERE SEATS ARE CANCELLED LESS THAN THIRTY (30) DAYS BEFORE THE DATE OF DEPARTURE THE

WILL BE FORTY (40) PERCENT OF THE CONTRACTED FARE FOR THE SEATS CANCELLED IF THE CARRIER SUBSEQUENTLY CANCELS THE FLIGHT OR FLIGHTS ON WHICH THE SEATS ARE BOOKED OR NINETY (90) PERCENT OF THE CONTRACTED FARE FOR THE SEATS CANCELLED IF THE CARRIER OPERATES THE FLIGHT OR FLIGHTS ON WHICH THE SEATS ARE BOOKED;

(C) WHERE MORE THAN ONE TOUR OPERATOR HAS CONTRACTED FOR A UNIT OF SEATS ON A FLIGHT AS DEFINED IN THIS RULE AND ANY OF THE TOUR OPERATOR(S) CANCELS ITS SEATS, THE CARRIER SHALL CANCEL THE BALANCE OF THE SEATS CONTRACTED FOR BY THE OTHER TOUR OPERATOR(S) UNLESS:

- . THE REMAINING NUMBER OF CONTRACTED SEATS ARE NOT LESS THAN THE MINIMUM NUMBER REQUIRED OR;
- . THE REMAINING TOUR OPERATOR(S) AGREE TO PURCHASE ADDITIONAL SEATS TO MEET THE REQUIRED MINIMUM.

(M) RULES AND DISCOUNTS NOT APPLICABLE
THE FOLLOWING RULES ARE NOT APPLICABLE: 13 (H)
CHILDREN'S FARES.

(N) OTHER CONDITIONS

- (A) CARRIAGE OF INELIGIBLE PASSENGERS: IN THE EVENT THAT ANY PASSENGER DOES NOT QUALIFY AS A CONTRACT BULK INCLUSIVE TOUR PASSENGER PURSUANT TO ANY CONDITIONS PUBLISHED IN THIS RULE, THE TOUR OPERATOR SHALL PAY TO THE CARRIER IN ADDITION TO THE CONTRACT PRICE AN AMOUNT EQUAL TO THE LOWEST APPLICABLE INDIVIDUAL ECONOMY FARE FOR THE AIR TRANSPORTATION PROVIDED.
- (B) COMMISSION: NO COMMISSION SHALL BE PAID BY THE CARRIER FOR THE SALE OF TRANSPORTATION ON A BULK INCLUSIVE TOUR CONTRACT.

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TITLE/APPLICATION - 70 (CONT)

- (C) FAILURE TO OPERATE OF FAILURE TO CARRY:
 - (I) LIABILITY OF CARRY: EXCEPT TO THE EXTENT PROVIDED IN PARAGRAPH II) BELOW, THE CARRIER SHALL NOT BE LIABLE FOR FAILURE TO OPERATE

ANY

FLIGHT ACCORDING TO SCHEDULE OR FOR CHANGING THE SCHEDULE OF ANY FLIGHT, WITH OR WITHOUT NOTICE TO THE PASSENGER;

SCHEDULE

GROUP

(II) OPTION OF PASSENGERS AND CARRIER: WHENEVER THE CARRIER FAILS TO OPERATE ANY FLIGHT ACCORDING TO SCHEDULE, OR CHANGES THE OF ANY FLIGHT, OR CANCELS RESERVATIONS OF THE TOUR GROUP BECAUSE OF REASONS BEYOND ITS CONTROL, THE CARRIER SHALL TRANSPORT THE ON THE FIRST FLIGHT OF THE SAME CLASS OF SERVICE ORIGINALLY HELD BY THE GROUP ON WHICH SPACE IS AVAILABLE.

(D) INDEMNITY

(I) THE TOUR OPERATOR SHALL INDEMNIFY THE CARRIER AGAINST ALL CLAIMS AND EXPENSES (INCLUDING LEGAL COSTS) IN RESPECT OF ANY LIABILITY TO THIRD PERSONS (INCLUDING BUT NOT LIMITED TO PASSENGERS) FOR ANY DAMAGE WHATSOEVER ARISING OUT OF ANY ACT OR OMISSION OF THE TOUR OPERATOR, ITS SERVANTS OR AGENTS RESULTING IN LIABILITY OF THE CARRIER;

(II) THE CARRIER SHALL INDEMNIFY THE TOUR OPERATOR AGAINST ALL CLAIMS AND EXPENSES (INCLUDING LEGAL COSTS) IN RESPECT OF ANY LIABILITY TO THIRD PERSONS (INCLUDING BUT NOT LIMITED TO PASSENGERS) FOR ANY DAMAGE WHATSOEVER ARISING OUT OF ANY ACT OR OMISSION OF THE CARRIER,

ITS

SERVANTS OR AGENTS RESULTING IN LIABILITY OF THE TOUR OPERATOR.

(E) REFUSAL TO TRANSPORT

IN ADDITION TO THE PROVISIONS PUBLISHED ELSEWHERE IN THIS TARIFF, OR THE GOVERNING TARIFFS, THE CARRIER WILL REFUSE TRANSPORTATION WHEN:

(I) THE DOCUMENTATION REQUIRED IN RULE 20 (J) ABOVE IS NOT AVAILABLE, OR

(II) THE CARRIAGE OF ANY MEMBER OF THE INCLUSIVE TOUR GROUP CONTRAVENES ANY PORTION OF THE RULE.

(F) SEATS SOLD TO TOUR OPERATORS AND NOT OCCUPIED AT TIME OF DEPARTURE MAY BE USED BY THE CARRIER.

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TITLE/APPLICATION - 70

ADDITIONAL PASSENGER SERVICE COMMITMENTS

(1) GIVEN THAT PASSENGERS HAVE A RIGHT TO INFORMATION ON FLIGHT TIMES AND SCHEDULE CHANGES, TS WILL MAKE REASONABLE EFFORTS TO INFORM PASSENGERS OF DELAYS AND SCHEDULE CHANGES AND TO THE EXTENT POSSIBLE, THE

REASON

FOR THE DELAY OR CHANGE.

- * (2) GIVEN THAT PASSENGERS HAVE A RIGHT TO TAKE THE FLIGHT THEY PAID FOR, IF THE FLIGHT IS CANCELLED, TS WILL IN THE FOLLOWING ORDER AND AT ITS DISCRETION:
- (A) FIND THE PASSENGER A SEAT ON ANOTHER FLIGHT OPERATED BY TS;
 - (B) BUY THE PASSENGER A SEAT ON ANOTHER CARRIER WITH WHOM IT HAS A MUTUAL INTERLINE TRAFFIC AGREEMENT; OR
 - (C) REFUND UNUSED PORTION OF THE PASSENGER'S TICKET.
- (3) GIVEN THE PASSENGERS HAVE A RIGHT TO PUNCTUALITY, TS WILL DO THE FOLLOWING:
- (A) IF A FLIGHT IS DELAYED AND THE DELAY BETWEEN THE SCHEDULED DEPARTURE OF THE FLIGHT AND THE ACTUAL DEPARTURE OF THE FLIGHT EXCEEDS 4 HOURS, TS WILL PROVIDE THE PASSENGER WITH A MEAL VOUCHER;
 - (B) IF A FLIGHT IS DELAYED BY MORE THAN 8 HOURS AND THE DELAY INVOLVES AN OVERNIGHT STAY, TS WILL PAY FOR OVERNIGHT HOTEL STAY AND AIRPORT TRANSFERS

FOR

PASSENGERS WHO DID NOT START THEIR TRAVEL AT THAT AIRPORT;

A

- (C) IF THE PASSENGER IS ALREADY ON THE AIRCRAFT WHEN DELAY OCCURS, TS WILL OFFER DRINKS AND SNACKS IF IT IS SAFE, PRACTICAL AND TIMELY TO DO SO. IF

THE

DELAY EXCEEDS 90 MINUTES AND THE AIRCRAFT COMMANDER PERMITS, TS WILL OFFER PASSENGERS THE OPTION OF DISEMBARKING FROM THE AIRCRAFT UNTIL IT IS TIME TO DEPART.

- (4) GIVEN THAT PASSENGERS HAVE A RIGHT TO RETRIEVE THEIR LUGGAGE QUICKLY, IF THE LUGGAGE DOES NOT ARRIVE ON THE SAME FLIGHT AS THE PASSENGER, TS WILL TAKE STEPS TO DELIVER THE LUGGAGE TO THE PASSENGER'S RESIDENCE/HOTEL AS SOON AS POSSIBLE. TS WILL TAKE STEPS TO INFORM THE PASSENGER ON THE STATUS OF THE LUGGAGE AND WILL

PROVIDE

THE PASSENGER WITH AN OVER-NIGHT KIT AS REQUIRED. COMPENSATION WILL BE PROVIDED AS PER THE PROVISIONS OF THIS TARIFF.

- (5) GIVEN THAT NOTHING IN THIS PRESENT TARIFF WOULD MAKE

TS

RESPONSIBLE FOR ACTS OF NATURE OR THE ACTS OF THIRD PARTIES, TS WILL NOT BE HELD RESPONSIBLE FOR INCLEMENT WEATHER OR THE ACTIONS OF THIRD PARTIES SUCH AS ACTS

OF

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TITLE/APPLICATION - 70 (CONT)

GOVERNMENT OR AIR TRAFFIC CONTROL, AIRPORT
AUTHORITIES,
SECURITY AGENCIES, LAW ENFORCEMENT OF CUSTOMS AND
IMMIGRATION OFFICIALS.
(6) IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF
THIS RULE AND THOSE OF ANY OTHER RULE IN THIS TARIFF,
THE PROVISIONS OF THIS RULE SHALL PREVAIL EXCEPT WITH
RESPECT TO RULE 5(C)
AREA: TB TARIFF: CGR CXR: TS RULE: 0022

TITLE/APPLICATION - 70
- OPTION PLUS
PROVIDES (A) OPTION PLUS IS AVAILABLE ON ALL TS FLIGHTS AND
ADDITIONAL PRIVILEGES AND SERVICES IN ECONOMY CLASS.
OPTION (1) THE PRIVILEGES AND SERVICES INCLUDED IN THE
PLUS PACKAGE ARE:
(A) ADVANCE SEAT SELECTION (ROUNDTrip)
(B) PRIORITY CHECK-IN AT A DEDICATED CHECK-IN
COUNTER (OR, WHERE APPLICABLE, AT THE CLUB
CLASS COUNTER)
(C) PRIORITY BAGGAGE DELIVERY
(D) AN ADDITIONAL BAGGAGE ALLOWANCE PER
FLIGHT SEGMENT AS SHOWN IN RULE 7
(E) PRIORITY QUEUE AT SECURITY CHECKPOINTS IN
MONTREAL, OTTAWA AND VANCOUVER
(F) PRIORITY BOARDING
(G) 1 ALCOHOLIC (OR NON ALCOHOLIC) BEVERAGE
DURING BAR SERVICE
(H) COMFORT KIT (BLANKET, INFLATABLE NECK
PILLOW,
EYESHADE) ON FLIGHTS FROM CANADA ONLY
(I) A MEAL OR A TREAT FROM THE BISTRO MENU
(J) EAR BUDS
2) ADDITIONAL INFORMATION
(A) (X)
(B) CHILDREN AGED 11 AND UNDER RECEIVE THE SAME
PRIVILEGES WITH REGARD TO THE FOLLOWING:
COUNTER (I) PRIORITY CHECK-IN AT A DEDICATED
(II) PRIORITY BAGGAGE DELIVERY
(III) PRIORITY QUEUE AT SECURITY CHECKPOINTS
IN MONTREAL, OTTAWA AND VANCOUVER
(IV) PRIORITY BOARDING
(C) THE SEATS AND MEALS ARE THE SAME AS IN
ECONOMY CLASS
INFORMATION (D) PURCHASE AVAILABLE THROUGH THE TS
AND SEAT SELECTION CENTER OR TS WEBSITE

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GFS TEXT MENU RULE CATEGORY TEXT DISPLAY
IN EFFECT ON: 01MAR12

AREA: TB TARIFF: CGR CXR: TS RULE: 0022

TITLE/APPLICATION - 70 (CONT)

IN ADVANCE OF TRAVEL

(E) PURCHASE AVAILABLE DAY OF FLIGHT AT SELECT
AIRPORTS, BUT DOES NOT INCLUDE ADVANCED SEAT
SELECTION AND ADDITIONAL BAGGAGE ALLOWANCE.

(B) PRICES

* CAD/USD FROM: \$79.50

(C)