

TARIFF CONTAINING RULES
APPLICABLE TO SCHEDULED SERVICES
FOR THE TRANSPORTATION OF
PASSENGERS AND BAGGAGE OR GOODS
BETWEEN
POINTS IN CANADA ON THE ONE HAND
AND
POINTS OUTSIDE CANADA (EXCEPT THE UNITED STATES) ON THE OTHER HAND

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CHECK SHEET

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| <u>Page Number</u> | | <u>Number of Revision</u> | <u>Page Number</u> | | <u>Number of Revision</u> |
|--------------------|-----|-----------------------------|--------------------|-----|---------------------------|
| 1 | | Second | 24 | | Second |
| 2 | (C) | One hundredth and one | 25 | | Fourth |
| 3 | | Fifth | 26 | | Second |
| 4 | | Original | 27 | | First |
| 5 | | Original | 28 | | Fifth |
| 6 | | Eighth | 29 | | Eighteenth |
| 7 | | Eleventh | 30 | | Original |
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| 10 | | Eleventh | 33 | (N) | Second |
| 10a | | Second | | | |
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| 12 | | First | 35 | | Second |
| 13 | | Fourth | 36 | | Original |
| 14 | | Original | 37 | | Sixth |
| 15 | | Second | 38 | | Second |
| 16 | | Sixth | 39 | | First |
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| 18 | | Fifth | 41 | | First |
| 19 | | Third | 42 | | First |
| 20 | | Twenty- Fourth | 43 | | First |
| 20a | | Third | 44 | | First |
| 21 | | Twentieth | | | |
| 22 | | Third | 45 | | First |
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EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

| | |
|--------|-----------------------------------------------------------------|
| CTA(A) | Canadian Transportation Agency |
| IATA | International Air Transport Association |
| Cont'd | Continued |
| No. | Number |
| \$ | Dollar(s) |
| (R) | Denotes reductions |
| (A) | Denotes increases |
| (C) | Denotes changes which result in neither increases or reductions |
| (X) | Denotes cancellation |
| (N) | Denotes addition |
| CAN | Canadian |

SECTION I - GENERAL RULES**RULE 1. 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 official 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 segment and requiring at least one change of aircraft at one or more 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.

"Montreal Convention" means the *Convention for the Unification 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 to 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.

- (C) "Emergency exit row seats" means seats 1A, 1B, 1C, 15A, 15B, 15C, 15H, 15J, 15K, 16A, 16B, 16C, 16H, 16J and 16K or 1A, 1B, 1C, 12B, 12C, 12H, 12J, 12K, 13A, 13B, 13C, 13H, 13J and 13K in a B737; seats 14A, 14B, 14C, 14D, 14E, 14F, 14G, 14H, 14J and 14K in an A310; seats 14A, 14C, 14J, 14K, 36A, 36C, 36D, 36E, 36F, 36G, 36H, and 36K or 14A, 14C, 14H, 14K, 36A, 36B, 36C, 36D, 36F, 36G, 36H, 36J and 36K in an A330-300; seats 9A, 9B, 9C, 9D, 9E, 9F, 9H, 9J, 9K, 14A, 14B, 14C, 14D, 14F, 14G, 14H, 14J, 14K, 30A, 30B, 30C, 30D, 30E, 30F, 30G, 30H, 30J, 30K, 36A, 36B, 36C, 36D, 36F, 36G, 36H, 36J, and 36K in an A330-200; seats 15A, 15B, 15C, 15H, 15J, 15K, 16A, 16B, 16C, 16H, 16J and 16K in an A320; and seats 16A, 16B, 16C, 16H, 16J, 16K, 26B, 26C, 26H and 26J or 15A, 15B, 15C, 15H, 15J, 15K, 26B, 26C, 26H and 26J in an A321.

"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).

- (N) "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 facilities, 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.

- (C) "Legroom seats" means seats 1A, 1B, 1C, 2H, 2J, 2K, 3H, 3J, 3K, 4H, 4J, 4K, 5H, 5J, 5K, 15A, 15B, 15C, 15H, 15J, 15K, 16A, 16B, 16C, 16H, 16J and 16K or 1A, 1B, 1C, 1H, 1J, 1K, 12B, 12C, 12H, 12J, 13A, 13B, 13C, 13H, 13J and 13K in a B737; seats 4A, 4B, 4C, 4H, 4J, 4K, 5D, 5F, 5G, 14A, 14B, 14C, 14D, 14E, 14F, 14G, 14H, 14J and 14K in an A310; seats 4A, 4C, 4H, 4K, 5D, 5E, 5F, 5G, 14A, 14C, 14J, 14K, 15D, 15E, 15F, 15G, 36A, 36C, 36D, 36E, 36F, 36G, 36H, and 36K or 4A, 4B, 4C, 4H, 4J, 4K, 5D, 5F, 5G, 14A, 14C, 14H, 14K, 15C, 15D, 15F, 15G, 15H, 36A, 36B, 36C, 36D, 36F, 36G, 36H, 36J and 36K in an A330-300; seats 4A, 4B, 4C, 4H, 4J, 4K, 5D, 5F, 5G, 14A, 14B, 14C, 14D, 14F, 14G, 14H, 14J, 14K, 36A, 36B, 36C, 36D, 36F, 36G, 36H, 36J, and 36K in an A330-200; seats 1A, 1B, 1C, 1H, 1J, 1K, 15A, 15B, 15C, 16A, 16B, 16C, 16H, 16J and 16K in an A320; seats 4A, 4B, 4C, 4H, 4J, 4K, 16A, 16B, 16C, 16H, 16J, 16K, 26B, 26C, 26H, 26J, 27A and 27K or 1A, 1B, 1C, 1H, 1J, 1K, 15A, 15B, 15C, 15H, 15J, 15K, 26B, 26C, 26H, 26J, 27A and 27K in an A321.

"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.

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

"Origin" means the point from which a flight commences with the passengers to be transported.

"Operational Stop" means a stop at any point for non-traffic purposes including, but not limited to, refueling and crew changes.

"Outward Destination" means that stopover point on the passenger's itinerary which is furthest from the passenger's point of origin.

"Passenger" means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the Carrier pursuant to an agreement.

"Prepaid Ticket Advice" means the notification between offices of a carrier or between carriers that a person in one location has purchased and requested issuance of prepaid transportation as described in the authority to another person in another location.

"Reroute" means to issue a new ticket covering transportation to the same destination as, but via a different routing than that designated on the ticket, or portion thereof, then held by the passenger, or to honour the ticket, or portion thereof, then held by the passenger for transportation to the same destination as, but via a different routing than, that designated thereon.

"Round Trip" means any trip, the ultimate destination of which is the point of origin, and which is made via the same routing in both directions.

"Routing" means the carrier(s) and/or the cities and/or class of service and/or type of aircraft via which transportation is provided between two points, as specified in this tariff.

- (C) "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). or
 - (e) overbooking.

"Scheduled User" means a person, association, partnership, company, corporation or other legal entity which makes with 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.

- (N) "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.

"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.

"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.

"Two-by-two seats" means seats 25A, 25C, 25H, 25K, 26A, 26C, 26H, 26K, 27A, 27C, 27H, 27K, 28A, 28C, 28H, 28K, 29A, 29C, 29H, 29K, 30A, 30C, 30H, 30K, 31A, 31C, 31H, 31K, in an A310 and seats 44A, 44C, 44H, 44K, 45A, 45C, 45H, 45K, 46A, 46C, 46H, 46K, 47A, 47C, 47H, 47K, 48A, 48C, 48H, 48K, 49A, 49C, 49H, 49K or 29A, 29C, 29H, 29K, 30A, 30C, 30H, 30K, 44A, 44C, 44H, 44K, 45A, 45C, 45H, 45K, 46A, 46C, 46H, 46K, 47A, 47C, 47H, 47K, 48A, 48C, 48H, 48K, 49A, 49C, 49H, 49K in an A330-200, and 5A, 5C, 5H, 5K, 6A, 6C, 6H, 6K, 7A, 7C, 7H, 7K, 8A, 8C, 8H, 8K, 9A, 9C, 9H, 9K, 10A, 10C, 10H, 10K, 15A, 15C, 15H, 15K, 16A, 16C, 16H, 16K, 17A, 17C, 17H, 17K, 18A, 18C, 18H, 18K, 19A, 19C, 19H, 19K, 20A, 20C, 20H, 20K, 21A, 21C, 21H, 21K, 22A, 22B, 22H, 22K, 23A, 23C, 23H, 23K, 24A, 24C, 24H, 24K, 25A, 25C, 25H, 25K, 26A, 26C, 26H, 26K, 27A, 27C, 27H, 27K, 28A, 28C, 28H, 28K, 29A, 29C, 29H, 29K, 30A, 30C, 30H, 30K, 31A, 31C, 31H, 31K, 32A, 32C, 32H, 32K, 33A, 33C, 33H, 33K, 37A, 37C, 37H, 37K, 38A, 38C, 38H, 38K, 39A, 39C, 39H, 39K, 40A, 40C, 40H, 40K, 41A, 41C, 41H, 41K, 42A, 42C, 42H, 42K, 43A, 43C, 43H, 43K, 44A, 44C, 44H, 44K, 45A, 45C, 45H, 45K, 46A, 46C, 46H, 46K, 47A, 47C, 47H, 47K, 48A, 48C, 48H, 48K, 49A, 49C, 49H, 49K, 50A, 50C, 50H, and 50K or 10A, 10C, 10H, 10K, 45A, 45C, 45H, 45K, 46A, 46C, 46H, 46K, 47A, 47C, 47H, 47K, 48A, 48C, 48H, 48K, 49A, 49C, 49H, 49K, 50A, 50C, 50H and 50K in an A330-300.

Definitions of Areas

"Canada" means the ten provinces of Canada, the Yukon Territory, the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.

"Europe" means the area comprised of all of the countries within the continent of Europe, excluding the United Kingdom.

(C) "United Kingdom" means Great Britain and Northern Ireland.

"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.

(N) "Israel" means the State of Israel

RULE 2. APPLICATION OF TARIFF

- (C) 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. In the case of code-share, the rules applicable to a passenger's transportation, and that of their baggage, are those of the carrier identified on the passenger's ticket and not of the carrier operating the flight. Only flights operated in the TS800 – TS899 flight number series fall under this category.
- (a) This tariff contains the rules, regulations, terms and conditions of carriage upon the basis of which the Carrier supplies or agrees to supply scheduled air services between points in Canada and points outside of Canada (except the United States) 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 performed according to and subject to any and all rules and regulations of the CTA and any other governmental agency having jurisdiction. The Carrier shall not be held answerable for damage or otherwise subject 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 thereof.
- (e) The Carrier will be responsible for the furnishing 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.

RULE 3. CURRENCY

All monetary amounts published in this tariff are stated in the lawful currency of Canada unless otherwise specified.

RULE 4. CAPACITY LIMITATIONS

The Carrier 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 the Carrier. The number of seats which the Carrier shall make available on a given flight will be determined by the Carrier's best judgment as to the anticipated total passenger load on each flight.

RULE 5. CONDITIONS OF CARRIAGE**5.1 Substitution of Aircraft or Air Carrier:**

The Carrier 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. The Carrier may also substitute another Air Carrier to operate flights on its behalf. The Carrier will inform passengers of the identity of the operating Air Carrier.

5.2 Responsibility for schedules and operations (Subject to Rule 21):

- (C) a) The Carrier 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 schedules 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. 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.
- b) Where a routing modification subsequent to the purchase of travel results in a change from a direct service to a connecting service, the Carrier will, upon request by the passenger, provide a full refund of the unused portion of the fare paid.
- c) Without limiting the generality of the foregoing, the Carrier cannot guarantee that a passenger's baggage will be carried on the flight if sufficient space is not available as determined by the Carrier. Notwithstanding, if the baggage does not arrive on the same flight, the Carrier will take steps to deliver the baggage to the passenger's residence/hotel as soon as possible. The Carrier will take 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/advanced by more than four (4) hours in comparison to the originally scheduled departure time, the Carrier will provide the passenger with a meal voucher. If the flight is delayed for/advanced by 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) (C)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. The Carrier shall ensure the lavatories remain stocked and in working order, and that there is access to medical assistance if required. The aircraft commander will ensure that passengers are aware and kept informed of the status of the delay at least every 30 minutes. 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. (N)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. (N)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) (N)In the event of an impossibility to deplane, the Carrier shall continue to respect its undertakings outlined under sub-section e) above for as long as the delay lasts. In the event of deplaning, the Carrier shall respect its undertakings outlined under Rule 21 hereunder. Including, but not limited to, undertakings related to rebooking and refunds.

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- (C) g) In the event of an involuntary re-routing of a flight, the Carrier will ensure that the passenger 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 passenger, acting reasonably, may have incurred as a result of a Schedule Irregularity, as for example, costs incurred for accommodation, meals or additional transportation. The Carrier will set the amount of compensation offered with 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.
- (C) h) The rights of a passenger against the Carrier in the event of a Schedule Irregularity are, in most cases of international carriage, governed by an international convention known as the Montreal Convention, 1999. Article 19 of that Convention provides that an air carrier is liable for damage caused by delay in the carriage of passengers and goods unless it proves that it did everything it could be reasonably expected to do to avoid the damage. There are some exceptional cases of international carriage in which the rights of the passengers are not governed by an international convention. In such cases only, a court of competent jurisdiction can determine which system of laws must be consulted to determine what those rights are.

5.3 Force Majeure

(N)5.3.1 Notwithstanding any other terms or condition contained herein, the Carrier shall not be liable for failure in the performance of its obligations due to Force Majeure.

(X)

.(X)

(C)5.3.2 In the event of a Force Majeure, 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.

5.4 Compliance by Scheduled User, passenger or Shipper

The Scheduled User, all passengers and all shippers shall fully comply with all of the terms and 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.

5.5 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.

5.6 Flight Operations

5.6.1 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.

5.6.2 Pilot's 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.

RULE 6. CARRIAGE OF PASSENGERS**6.1 Refusal to transport – Removal of passengers**

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 and/or physical condition of the passenger is such as to require, in the reasonable opinion of the Carrier's personnel, special assistance or cause discomfort or be objectionable to other passengers, or involve any hazard or risk to such passenger, to any other persons or property, or to the flight. Subject to the provisions of Rule 6.4, the present will not apply to passengers with physical disabilities.
- 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 in possession of passports, visas or other required travel documentation.
- 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 detecting devices as a result of any search.
- g) (C) 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 the 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, 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.

6.2 Passenger's conduct – Prohibited conduct & sanctions

a) 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:

- i) 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);
- ii) 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 passengers 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;
- iii) the person's conduct involves any unusual hazard or risk to self or to other persons (including, in cases of pregnant passengers, unborn children) or to property;
- iv) the person fails to observe the instructions of the Carrier and its employees, including instructions to cease prohibited conduct;
- v) the person is unable/unwilling to sit in the seat with the seatbelt fastened;
- vi) the person smokes or attempts to smoke in the aircraft;
- vii) 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;
- viii) the person is barefoot;
- ix) 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;
- x) the person is manacled and in custody of law enforcement personnel;

-
- xi) the person has resisted or may reasonably be believed to be capable of resisting escorts.

b) 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:

- i. removal of the passenger at any point;
 - ii. 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's reasonable discretion, is necessary to ensure the passenger's continued compliance in continued avoidance of prohibited conduct, and;
 - iii. refuse to transport the passenger. The length of such refusals 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 members in their duty aboard the aircraft; or the safe and adequate operation of the flight. The following conduct will automatically result in an indefinite up to lifetime ban:
 - the person continues to interfere with the performance of a crew member's duties notwithstanding verbal warnings by the crew to stop such behavior;
 - the person injures or subjects to a credible threat of injury a crew member or other passenger;
 - the person has a conduct that requires an unscheduled landing and/or the use of restraints such as ties or handcuffs;
- (C) • the person repeats a prohibited conduct after receiving a notice of probation as mentioned in (ii) above;

- iv. 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.

- (N) v. 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 an assessment as to the need or not to prolong the ban or to maintain the probation period.

6.3 Liability for refusal to transport and for failure to operate on schedule

(C) The Carrier is not liable for its refusal to transport any passenger in accordance with Rule 6. Subject to Rules 5.3.1 and 21, where a passenger incurs a Schedule Irregularity involving a flight operated by the Carrier, Carrier will either, at its option:

- a) (C)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; or
- b) (C)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 or
- 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, or
- (C) d) If the carrier is unable to provide reasonable alternative transportation on its services or on the services of other carrier(s) within a 24 hours delay, then it will refund the unused ticket or portions thereof.

6.4 Transportation of a Person with a Disability

6.4.1 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 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.

6.4.2 Acceptance of a passenger with a disability

- a) (C)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 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.
- b) Passengers with a disability will be accepted for transportation as outlined below:

| (C) | <u>Type of disability</u> | <u>Assistant Required</u> | <u>Maximum no. per flight</u> |
|-----|-----------------------------------|----------------------------------|--------------------------------------|
| | Visual | No | No limit |
| | Hearing | No | No limit |
| | Visual & Hearing/Self-reliant | No | No limit |
| | Visual & Hearing/Non-self-reliant | Yes | No limit |
| | Intellectual/Self-reliant | No | No limit |
| | Intellectual/Non-self-reliant | Yes | No limit |
| | Ambulatory/Self-reliant | No | No limit |
| | Ambulatory/Non-self-reliant | Yes | No limit |
| | Non-ambulatory/Self-reliant | Yes | No limit |
| | Non-ambulatory/Non-self-reliant | Yes | No limit |

- c) 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.
- d) 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 without assistance, unless he is accompanied by an attendant who will be responsible for caring for him en route and, with the care of such an attendant, he will not require unreasonable attention or assistance from employees of the Carrier.

6.4.3 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 central stair may have to be used as an emergency exit, or on the upper deck of the aircraft.

6.4.4 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.

6.4.5 Acceptance of mobility aids

In addition to the regular baggage allowance, the Carrier will accept free of charge the following items which will be stowed in the baggage compartment, if their size/height/weight complies with the maximum dimensions allowed per aircraft type (published on www.airtransat.com) :

- a) Manually operated wheelchairs and walkers.
- b) Wheelchairs with non-spillable batteries, with terminals disconnected from the power source. Service regarding the assembly and disassembly of such mobility aids will be provided by the Carrier.
- c) For flight safety reasons, wheelchairs with spillable wet cell batteries are not permitted for carriage.
- d) Crutches and canes may be retained in the passenger's custody provided they are stowed in accordance with the Carrier's safety regulations.

(C) 6.4.6 Service animal trained to assist a person with a disability

The Carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided that the animal is properly harnessed or identified and certified as having been trained by a professional service animal institution.

Some assistance animals may not have been trained by a recognized professional service animal institution because of the type of tasks they perform for persons with disabilities or in the case of 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 undertake to provide expeditiously, and at its own expense, for medical care, and if necessary, replacement of the animal.

Restrictions exist of the acceptance of service animals into the UK. The Carrier has permission for entry into Manchester, London-Gatwick and London-Heathrow. Passengers must meet all entry requirements in advance, as required by DEFRA.

Restrictions are in effect for entry to Ireland where advanced arrangements must be made.

6.5 Carriage of Children

- 6.5.1 **Accompanied** - children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least sixteen (16) years of age.
- (N)6.5.2 **Unaccompanied** - carriage is to be solely on the Carrier's flight and will in no circumstance involve interlining. The Carrier must be 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.
 - ix) 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 unaccompanied child, the agent must obtain positive identification of the responsible party meeting the child and the signature of the said party.
- 6.5.3 **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.

RULE 7. CARRIAGE OF BAGGAGE AND CARGO (SUBJECT TO RULE 21)7.1 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:

- a) 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;
- b) 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 Carrier'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 as checked baggage unless it has failed to take all reasonable measures to avoid such delay.

- c) 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.

d)(C) For departure on or before March 30th, 2019, the following applies

| Number of free allowance baggage (maximum kg each) | | | |
|-----------------------------------------------------------|----------------------------------------|----------------------------------------|---------------|
| Economy | South | Europe | Israel |
| ABC - ECO-ECO & ECO-PROMO | 0 (23kg) | 1 (23kg) | 1 (30kg) |
| ABC - ECO-EXTRA & ECO-MAX | 1 (23kg) Eco Extra 2 (23kg) Eco-Max | 1 (23kg) Eco Extra 2 (23kg) Eco-Max | 1 (30 kg) |
| Package | 1 (23kg) | 1 (23kg) | 1 (30kg) |
| Cruise (voucher of +5kg) | 1 (23kg) +5kg | 1 (23kg) +5kg | |
| Option Plus | South | Europe | Israel |
| ABC - ECO-ECO & ECO-PROMO | 1 (23kg) | 2 (23kg) each | 2 (30kg) each |
| ABC - ECO-EXTRA & ECO-MAX | 2 (23kg) each | 2 (23kg) each | 2 (30kg) each |
| Package | 2 (23kg) each | 2 (23kg) each | 2 (30kg) each |
| Cruise | 2 (23kg) each | 2 (23kg) each | |
| Club | South | Europe | Israel |
| Club | 2 (25kg) each | 2 (32kg) each | 2 (32kg) each |
| Exceptions | | | |
| Haiti | 1 (25kg) each | | |
| (Kg) is per piece | | | |

(C)

| Baggage fee per segment (for departures on or before March 30th, 2019) | | |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------|-------------------|
| South and USA | | |
| Bag 1 | Bag 2 | Additional |
| 25 \$ CAD prepaid or 30 \$ CAD if purchased at airport | 40 \$ CAD if prepaid or 50 \$ CAD if purchased at airport | 200 \$ CAD |
| Europe and Israel | | |
| Bag 1 | Bag 2 | Additional |
| 0 \$ CAD | 100 \$ CAD | 200 \$ CAD |

Prices and weights indicated are valid per flight segment. Applicable taxes are not included. In airports outside of Canada, prices will be charged in the currency of the departure city.

A piece of checked baggage shall not exceed 158 cm in total dimension (L x W x H) and 32 kilos in weight, otherwise baggage shall be shipped as cargo and cargo charges shall apply.

(N) For Departures on or after April 1st, 2019, the following conditions apply:

| Number of free allowance baggage (maximum kg each) | | | |
|-----------------------------------------------------------|-------------------|-------------------|-------------------|
| Economy | South | Europe | Israel |
| ABC - ECO Mini | No bag | No bag | No bag |
| ABC - ECO Standard | 1 bag (23kg) | 1 bag (23kg) | 1 bag (30kg) |
| ABC - ECO Flex | 2 bag (23kg) each | 2 bag (23kg) each | 2 bag (30kg) each |
| Package | 1 bag (23kg) | 1 bag (23kg) | 1 bag (30kg) |
| Cruise (voucher of +5kg) | 1 bag (23kg) +5kg | 1 bag (23kg) +5kg | N/A |
| Option Plus | South | Europe | Israel |
| ABC - ECO Mini | 1 bag (23kg) | 1 bag (23kg) | 1 bag (30kg) |
| ABC - ECO Standard | 2 bag (23kg) each | 2 bag (23kg) each | 2 bag (30kg) each |
| ABC - ECO Flex | 2 bag (23kg) each | 2 bag (23kg) each | 2 bag (30kg) each |
| Package | 2 bag (23kg) each | 2 bag (23kg) each | 2 bag (30kg) each |
| Cruise | 2 bag (23kg) each | 2 bag (23kg) each | N/A |
| Club | South | Europe | Israel |
| Club | 2 (25kg) each | 2 (32kg) each | 2 (32kg) each |
| Exceptions | | | |
| Haiti | 1 (25kg) each | | |
| (Kg) is per piece | | | |

| Baggage fee per segment (for departures on or after April 1st, 2019) | | |
|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-------------------|
| South and USA | | |
| Bag 1 | Bag 2 | Additional |
| 25 \$ CAD prepaid or 30 \$ CAD if purchased at airport | 40 \$ CAD if prepaid or 50 \$ CAD if purchased at airport | 200 \$ CAD |
| Europe and Israel | | |
| Bag 1 | Bag 2 | Additional |
| 55 \$ CAD prepaid or 70 \$ CAD if purchased at airport | 100 \$ CAD | 200 \$ CAD |
| Applicable taxes to add | | |
| Overweight/ Excess Baggage Fee | | |
| Piece (24kg to 32kg) | | 75 \$ CAD |
| For Club class: Piece (26 kg to 32 kg), except Europe, where no heavy fee is charged up to 32 kgs | | 75 \$ CAD |

In addition to the free baggage allowance, one of the following articles of baggage may be carried without additional charge to a maximum of 20 kilograms (44 lbs.) per passenger, (exception: For flights from Canada to Haiti, free sport allowance is included in the maximum allowance of 50 kilos) subject to availability of space:

- i) one golf bag containing 14 golf clubs, 12 golf balls and one pair of golf shoes;
- ii) one pair of snow skis with one pair of ski poles and one pair of ski boots;
- iii) one snowboard with one pair of snowboard boots;
- iv) one kiteboard/kite surfer; (up to a maximum of 10 Kgs)
- v) fishing equipment (1 tackle box, reels and rods) (up to a maximum of 20 kgs);
- vi) one empty scuba diving tank with air regulator mask and/or fins;
- vii) intentionally left blank;
- viii) intentionally left blank;
- ix) one approved car seat and one stroller per child/infant;
- x) one set of camping equipment including 1 tent, 2 sleeping bags and camping accessories, total weight not exceeding 20 kilograms.

Everything exceeding the free baggage allowances stated in this Rule will be charged as excess baggage (depending on the routing).

Prices and weights indicated are valid per flight segment. Applicable taxes are not included. In airports outside of Canada, prices will be charged in the currency of the departure city.

- (C) The following articles will be subject to the rates noted:
Windsurfing and surf boards no more than 12 feet long, with mast and sail detached and packed separately from board: CDN \$100.00 per flight segment. Bicycles: CDN \$50.00 to/from Canada/USA and Southern destinations and CDN \$75.00 to/from Europe per flight segment.
All other sporting equipment not listed as exempt is subject to standard excess baggage fees. Prices and weights indicated are valid per flight segment. Applicable taxes are not included. In airports outside of Canada, prices will be charged in the currency of the departure city.
- e) Baggage (equivalent to hand luggage) the dimensions of which do not exceed 23 cm x 40 cm x 51 cm (9" x 16" x 20) and the weight of which does not exceed 10 kilograms in Economy and 15 kg in Club Class may be carried on board the aircraft by 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.
 - f) Articles of baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons 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.
 - g) 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:
 - i) (C)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.
 - ii) Explosives, ammunition, corrosives, flammables, or otherwise dangerous material;
 - iii) Any sharp or pointed article such as knife, scissors, nail fasteners, or anything that could be used as a weapon;
 - iv) Electronic or motorized equipment;
 - v) Objects of art;
 - vi) Live animals;
 - vii) Perishable items.

7.2 Cargo

Carrier's acceptance of cargo onboard any flight, shall be subject to the following conditions:

- a) The Carrier shall have the right, but not the obligation, to make such inspections of cargo as it deems necessary or appropriate, with or without the shipper's consent or knowledge. The existence or exercise of such right shall not be construed 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.
- b) 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.
- c) 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.
- d) (1) 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 connecting flights. The following conditions will apply:
 - d) (2) For Carriage in the Cargo hold:
 - i) A fee of CDN \$275.00 for each flight segment between Canada and the Middle East or Europe, CDN \$75.00 for each flight segment within Canada and CDN \$150.00 for all other segments, will be charged for carriage of animals in the cargo hold.
 - ii) Animal must travel in a cage supplied by the passenger with the name of the animal written on it.
 - iii) 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).
 - iv) Cage must be big enough for the animal(s) to stand-up, turn-around and lie down according to number of animals inside.
 - v) 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 and 6 months. The cage must always be big enough to accommodate all the animals.
 - vi) Animals that appear aggressive, unruly, ill or in distress may be denied for transport.
 - (N)d) (3) For Carriage in the Cabin
 - ii) A fee of CDN \$90.00 will be charged for carriage of animal in the cabin for each flight segment to/from Canada and Europe or the Middle east, and CDN \$50.00 per flight segment for all other destinations.
 - iii) Animal must be at least 12 weeks old and fully weaned
 - iv) Animal must travel in an approved for air transportation leak-proof, soft-sided and well ventilated carrier supplied by the passenger.
 - v) Carrier must be big enough to allow the animal to stand, turn or lay down safely and comfortably.
 - vi) 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.
 - vii) The carrier must fit and remain under the seat in front of the passenger.
 - viii) 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.
 - ix) The weight of the animal, including the carrier, cannot exceed 10 kilograms and the size of the container must be a maximum of 55x35x35cm
 - x) The pet carrier counts as one item as per the carry-on allowance.
 - xi) Passenger cannot be seated in Exit or Bulkhead seats or in Club Class.
 - xii) Passenger cannot transport an animal in addition to medical equipment that must also be stowed under the seat in front of the passenger.
 - xiii) Animal that appears aggressive, unruly, ill or in distress may be denied for transport.
 - xiv) A maximum of one (1) animal per passenger is accepted.

Note: No animals of any kind, except service animals as per 7.2 d), are accepted on flights going to, or connecting in Hawaii, Jamaica and Trinidad, or to or connecting to the UK. Non-service animals travelling to Ireland must travel as manifested cargo.

- e) 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.
- f) **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 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.
- g) **Refusal of Carriage** - the Carrier shall refuse to carry or shall remove enroute any cargo when:
 - i) 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.
 - ii) The weight, size or character of the cargo is unsuitable for carriage on the aircraft.
- h) **Restricted Articles**
 - i) In addition to the rules set forth in this tariff, the provisions of the IATA Restricted Articles Regulations shall apply in connection with carriage in the aircraft.
 - ii) The shipper shall comply with all applicable regulations governing the carriage of such restricted articles.

RULE 8. 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.

RULE 9. 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.

(N) In the carriage of baggage, the liability of the carrier in the case of destruction, loss, damage or delay is limited to 1 131 Special Drawing Rights for each passenger (approximately \$1527Usd or \$2061Cad 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 special 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, 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 carried 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
- b) converting Special Drawing Rights into Canadian dollars 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.

(C)For late or non-delivered baggage, the Carrier's goodwill policy consists of 50CDN per baggage, per day, for passengers away from home, up to a maximum of 350CDN 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.

(C) *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:

- 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 declared 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.

(R) In the case of damage or partial loss, the person entitled to delivery must complain to the Carrier forthwith 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-day search.

SECTION II – TRAVEL DOCUMENTS**RULE 10. TRAVEL DOCUMENTS**10.1 Tickets

- a) No person shall be entitled to carriage except upon presentation of a valid ticket.
- b) 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.

10.2 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.

10.3 Air Waybills

Cargo shall be received onboard any flight only upon the Carrier's form of air waybill having been issued by the Carrier for all cargo delivered to the Carrier for transportation on the flight. The Carrier shall not be obliged to honour any air waybill or to undertake any carriage pursuant thereto unless the contract price for that flight has been paid to the Carrier.

10.4 - 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 flight having been affixed thereto. Baggage for which a baggage check has been issued by the Carrier shall be 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 baggage is unable to present the baggage check, the 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.

10.5 Passports and Visas – Responsibility of Passenger

- a) 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 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.
- b) 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.

- c) TWOV will be available from any point of embarkation in Canada for passengers transiting via the following airports *en route* to third countries and subject to the conditions indicated:

| | Transit must occur within | Conditions |
|-------------------------------|---------------------------------|------------------------------------------------------------------|
| (C) Amsterdam (AMS) | unrestricted | Passenger must transit on first available connecting flight. |
| Athens (ATH) | 24 hours | Passenger may remain overnight. |
| Brussels (BRU) | Same day | Passenger must transit same day. |
| Paris-Charles de Gaulle (CDG) | 24 hours | Passenger may remain overnight / Travel documents to be secured. |
| Rome Fiumicino (FCO) | 48 hours | Passenger may remain overnight. |
| Frankfurt (FRA) | 24 hours | Passenger may remain overnight. |
| Hamburg (HAM) | 0430-2330 | Passenger must transit within these times only. |
| Madrid (MAD) | 48 hours | Passenger may remain overnight. |
| Marseilles (MRS) | 24 hours | Passenger may remain overnight / Travel documents to be secured |
| Munich (MUC) | 24 hours | Passenger may remain overnight. |
| Pescara (PSR) | 48 hours | Passenger may remain overnight. |
| Shannon (SNN) | 24 hours | Passenger may remain overnight. |
| Lamezia (SUF) | 48 hours | Passenger may remain overnight. |
| Venice (VCE) | 48 hours | Passenger may remain overnight. |
| Vienna (VIE) | unrestricted | Passenger must transit on first available connecting flight. |

- (C) TWOV will not be available for passengers wishing to transit without visas via the following airports: Malaga (AGP), Barcelona (BCN), Basel (BSL), Bordeaux (BOD), Dublin (DUB), Faro (FAO), Lisbon (LIS), Istanbul (IST), Lyon (LYS), Nantes (NTE), Oporto (OPO), Ponte Delgada (PDL), Terceira (TER), Toulouse (TLS) and Nice (NCE).

- d) 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 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 unless the law of such country requires that such fare be refunded.

SECTION III – RESERVATIONS**RULE 11. 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) 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 subject to cancellation without refund if the passenger fails to check-in at least 75 minutes prior to scheduled departure time. The Carrier will make reasonable efforts to ensure that parents/guardians travelling with children under 12 years of age are seated together. In order to accommodate parents/guardians travelling with children under 12 years of age that check-in late or do not use the Carrier's advance seat selection service per the present Rule, the following steps will be taken by the Carrier on a complimentary basis: the Carrier will maintain small groups or blocks of seats for their seating assignments subject to availability. In cases where this is not possible, the cabin crew chief of the flight in question may be asked to assist by ground personnel by asking other seat-assigned passengers to voluntarily change seats in order to accommodate parents/guardians travelling with children under 12 years of age once boarding is complete. Where parents/guardians choose to reserve their seats in advance per the present Rule, their accompanying children under 12 years of age who are registered free of charge in the Carrier's Kids Club program will be provided guaranteed contiguous seat assignments on a complimentary basis.

| (C) | Seat Selection 1-way | Option Plus 1-way |
|-------------------------|----------------------|--------------------|
| Standard Seats | \$10.00 - \$35.00 | \$54.50 -79.50 |
| Two-by-Two seats | \$10.00 - \$50.00 | \$69.50 - \$94.50 |
| Seats with more Legroom | \$25.00 - \$95.00 | \$79.50 - \$139.50 |

The above fees are in Canadian dollars, are non-refundable prior to departure and will 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 at check-in, the Carrier will undertake to make alternate seat assignment arrangements or will provide a refund of the seat reservation fee paid for the flight segment involved upon request by the passenger.

(C) RULE 12. CANCELLATION OF RESERVATIONS (Subject to Rule 21)

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 30 minutes prior to departure time.
- d) If the passenger fails to occupy a seat reserved (for example: a no-show).

If the Carrier refuses 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.

SECTION IV – FARES AND ROUTINGS

RULE 13. 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) **Fare 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 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**

i) 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.

ii) 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:

i) Transportation via the routing specified by the Carrier in reference to that fare. Any other routing may subject the passenger to an additional charge.

ii) 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**

(C)(A) A maximum of one infant under 2 years of age per accompanying passenger of at least sixteen (16) years of age will be accepted and will be subject to ten percent of the applicable adult fare if held on the lap of the accompanying passenger. Travel documents for the country of destination are required for any infant under age 2.

h) **Children**

(C)(A) Children 2 years of age or older must occupy a seat subject to the applicable adult fare. The same fare will apply for infants under 2 years of age for whom a seat is reserved.

i) **Child Restraint Device**

i) 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.

ii) The infant must be properly secured in an infant restraint device which was manufactured on or after January 1, 1981 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 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.

iii) 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.

iv) 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.

v) 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.

vi) 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.

13.1 Fees and charges

a) INTENTIONALLY LEFT BLANK.

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).

b) **Nav Canada Air Traffic Control (ATC) charges**

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c) **Currency Exchange Surcharge**

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d) **(C) International Surcharge**

For sales and/or tickets issued on/after 24 February 2015, TS will collect, in addition to the airfare, the following international surcharge amounts per passenger per segment (or its equivalent in local currency) per TS flight coupon on TS stock:

For flights between points in Canada and Europe: **CAD255.00**

For flights between points in Canada and other points except the United States and Israel: **CAD145.00**

For flights between Canada and Israel: **CAD300.00**

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 or refundable. The YQ surcharge applies to all passengers in all flight classes on all fare types (including infants/children).

SECTION V - MISCELLANEOUS**RULE 14. 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 location. 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.

(N) RULE 14.1. INTERMODAL SERVICES

If the Carrier offers intermodal transport services (ex. bus, rail, etc.), it is only acting as an agent for such services including if such carriage is identified pursuant to the Carrier's airline designator code (code-sharing). In such cases, the Carrier is not liable for death / injury to passengers or for damage to baggage / cargo resulting from any event that may occur during the intermodal transport in question. Furthermore, the general terms and conditions of carriage of the intermodal transport service provider shall apply to all segments operated by this latter party and may be consulted upon request thereto.

RULE 15. 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.

RULE 16. 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 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:

i) 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 (iii).

ii) 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.

iii) 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 CDN \$ 50.00 per ticket for handling such requests for replacement or refund of a lost ticket or portion thereof.

RULE 17. DENIED BOARDING COMPENSATION

(C) Subject to Rule 21, when the Carrier is unable to provide previously confirmed space due to more passengers holding confirmed reservations and tickets on a flight than there are available seats on that flight, the Carrier will take the actions specified in the provisions of this rule in addition to those stipulated in Rule 6.3.

17.1 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 passenger is asked to volunteer, the Carrier will not later deny boarding to that passenger involuntarily unless that passenger was informed at the time he was asked to volunteer that there was a possibility of being denied boarding involuntarily and of the amount of compensation to which he 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. In exchange for voluntarily relinquishing confirmed space, the Carrier may, at its option, offer to compensate that passenger with a credit valid for the purchase of future transportation on the Carrier in lieu of monetary compensation. The credit shall be of a value equal to or greater than the level of monetary compensation which would otherwise have been offered and shall be valid for travel only on the Carrier within eighteen months from the date of issue and shall be non-refundable, non-endorsable and non-transferable.

17.2 Boarding priorities

Passengers with the highest priority, as listed below, will be the last to be involuntarily denied boarding. Passengers within any of the following categories will be boarded in the order of their arrival at the ticket lift point:

- a) Passengers who are aged or physically disabled, regardless of fare paid, and unaccompanied children;
- b) Passengers under the age of 16 years who are traveling without a person 16 years or older and who are not traveling on a youth standby fare;
- c) Passengers traveling on a Club Class fare;
- d) TWOV/Deportee/Inadmissible passengers;
- e) Elderly passengers;
- f) Families traveling with children;
- g) Passengers with confirmed connecting flights.

17.3 Transportation for passengers denied boarding

The Carrier will provide transportation to persons who have been denied boarding, whether voluntarily or involuntarily, in accordance with the provisions below:

- (C)
- a) The Carrier will transport the passenger on its next available flight at no additional cost to the passenger;
 - b) If the Carrier is unable to provide onward transportation acceptable to the passenger, any other carrier or combination of 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 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 will provide an earlier arrival at the passenger's destination, next stopover point, or transfer point.

17.4 Compensation for involuntary denied boarding

- (C) In addition to providing transportation as described in paragraph (b) above, the Carrier will compensate the delayed passenger for failure to provide confirmed space. Compensation will be made in accordance with the following provisions:

- a) Conditions for payment
 - i. A passenger holding a ticket for confirmed space must present him/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 reservations and having met all requirements for acceptance of transportation published in the Carrier's tariffs.
 - ii. The flight for which the passenger holds confirmed space must be unable to accommodate the passenger and departs without him/her.
 - iii. The passenger who has been denied boarding will not be entitled to compensation in the event of the following:
 - substitution of equipment of a lesser capacity when required for operational or safety reasons;
 - government requisition of space;
 - the passenger is offered and refuses a seat in a section of the aircraft other than that specified on the 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;
- b) Amount of compensation
 - i) The Carrier will tender liquidated damages in the following amounts: for flights of less than 5 hours duration – CAD 100.00; for flights of 5 hours length or more – CAD 200.00 (or equivalent in local currency) regardless of final destination or fare paid.

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- ii) If the offer of compensation is 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 the passenger with confirmed space.
 - iii) The Carrier may, at its option, offer to compensate the passenger with credit for free transportation on the Carrier in lieu of monetary compensation. The credit offered will be of a value equal to or higher than that of the monetary compensation due to the passenger and the Carrier will inform the passenger of the amount of cash compensation that would otherwise be due. The passenger may decline the credit and accept the cash. If accepted, the credit will be valid for travel only on the Carrier within one year from the date of issuance and shall be valid for free transportation on any route.
 - iv) The offer of compensation will be made by the Carrier at the time of failure to provide confirmed space, and, if accepted, will be receipted for by the passenger. Should the Carrier arrange alternate transportation that departs prior to the time the offer can be made to the passenger, the offer shall be made by mail or other means within 24 hours after the time the failure to provide confirmed space occurs.

17.5 Notice provided passengers

The Carrier shall furnish all passengers who are denied boarding involuntarily from flights on which they hold confirmed space a copy of the following written statement:

a) 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 tariffs on file with the C.T.A.

b) Volunteers and boarding priorities

If a flight is oversold (more passengers hold confirmed reservations than there are spaces 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 payment of the airline's choosing. If there are not enough volunteers, other passengers may be denied boarding involuntarily, in accordance with the boarding priorities of the Carrier.

c) Compensation for involuntary denied boarding

If you are denied boarding involuntarily, you are entitled to payment of "Denied Boarding Compensation" from Air Transat unless (a) 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 tariffs on file with the Canadian Transportation Agency (b) the flight has been cancelled (c) a government requisition of space has occurred or a smaller capacity aircraft was substituted for safety or operational reasons (d) a reduction of available seating

capacity has occurred for safety or operational reasons (e) you are offered accommodation 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 applies must be given an appropriate refund).

d) Amount of denied boarding compensation

Passengers who are eligible for denied boarding compensation must be offered either:

- i) For flights of less than 5 hours - \$100 CDN; 5 hours or more - \$200 CDN.
- ii) A travel credit on Air Transat equivalent to twice the monetary amount.

e) Method of payment

The Carrier will give each passenger who qualifies for compensation a payment by check for the amount specified above, at the time the involuntary denied boarding occurs. However, if the airline arranges alternate transportation which departs before the payment can be made, the payment will be sent to the passenger within 24 hours. The Carrier may offer travel credits in place of the cash payment. The passenger may, however, insist on the cash payments, or refuse all compensation and bring private legal action.

f) Passenger's options

Acceptance of the compensation (by endorsing the cheque within 30 days) relieves the Carrier from any further liability to the passenger caused by its failure to honour the confirmed reservation. However, the passenger may decline the payment and seek to recover damages in a court of law or in some other manner.

(C) RULE 18. USE OF OXYGEN ON-BOARD

The Carrier provides breathing oxygen on-board for chronic respiratory illness. The passenger requiring such breathing 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 CDN per oxygen kit will be charged (up to a maximum of \$300CDN) for oxygen service from point of departure to point of destination, stop-over or interline transfer, whichever occurs first. The passenger may use the following types of personal oxygen concentrators on board: AirSep Focus, AirSep Freestyle, AirSep Free Style 5, AirSep Lifestyle, Delphi RS-00400, DeVilbiss Helathcare's iGo, Inogen One, Inogen's Ingen One G2, Inogen One G3, Inova Labs LifeChoice, Inova Labs LifeChoice Activox, International Biophysics LifeChoice, Invacare XP02, Invacare Solo2, Oxlife's Independence Oxygen Concentrator, Oxus RS-00400, Precision Medical EasyPulse, Respiroics EverGo, Respiroics SimplyGo, SeQual Eclipse, SeQual SAROS. 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.

SECTION VI – ROUTING GUIDE**RULE 19. ROUTING 1**

YTO/YMQ--YQB-----PAR
 YVR-----YVC-----PAR
 YVC-----PAR
 YMQ-----BRU
 YTO/YMQ-----LYS/NCE
 *YVR---YVC---YXY---YEA-----|
 *YTO---YHZ---YMQ-----|
 YTO-----YHZ---YMQ-----|-----FRA/MUC*
 *YVR---YVC---YEA---YXY---GLA---|
 *YVR---YEA---YTO-----|
 YVR-----YEA-----|-----BER
 YTO-----DUS
 *YVR-----YVC---MAN-----|
 YVR---YTO-----|-----GLA
 *YTO-----MAN---LON-----|
 *YVR---YVC---GLA-----|
 YVR---YTO-----|-----MAN
 *YTO-----EDI---GLA-----|
 *YVR---YVC---YEA-----|
 YVR-----YVC---YEA-----|-----LON
 *YTO-----YMQ---GLA-----|
 *YTO---YMQ-----|
 YTO-----|-----ABZ
 *YTO-----MAN-----|
 YTO-----BFS
 YTO-----BFS---EXT-----|-----BHX
 *YTO-----|
 YTO-----EXT
 YTO-----NCL-----|-----CWL
 *YTO-----|
 YTO-----|-----NCL
 *YTO-----CWL-----|
 YTO-----MAN-----|-----EDI
 *YTO-----|
 YTO/YMQ-----NCE/LYS
 YTO/ (YVC) / (YEA) / (YVR) -----AMS
 YTO-----WAW
 YTO-----DUB/SNN
 YTO/YMQ-----MRS/TLS/NTE

(N)

YMQ-----ROM
 YTO-----HAM

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SECTION VII – FARES AND RATES**RULE 20. CONTRACT BULK GROUP 40 INCLUSIVE TOUR FARES (CBIT40)
BETWEEN CANADA AND POINTS OUTSIDE OF CANADA**

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.

20.1 Application

- a) Fare type: contract bulk inclusive tour fares apply on economy service for round trip transportation between points in Canada and points in outside of Canada.
- b) 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.
- c) 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 of signing of the contract bulk inclusive tour contract shall govern the contract bulk inclusive 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.
- d) General application of fares:
 - i) 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;
 - ii) when the seats contracted for are utilized only in combination with an inclusive tour as required herein;
 - iii) 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;
 - iv) additional seats may be purchased for cad 250.00 for each additional seat.

20.2 Combinations

Combinations with any other fare shall not be permitted.

20.3 Period of validity

Valid year round.

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20.4 Faresa) **CBIT40 FARES
ROUND-TRIP FLIGHT PER PASSENGER IN CAD**

| <u>From/to:</u> | <u>Amount:</u> |
|----------------------------|-----------------------|
| Cuba: | |
| YMX-CCC-YMX | 520.00 |
| YMX-VRA-YMX | 525.00 |
| YYZ-HOG-YYZ | 515.00 |
| YYZ-VRA-YYZ | 515.00 |
| YYZ-CCC-YYZ | 515.00 |
| YVR-YYC-VRA-YYC-YVR | 725.00 |
| Mexico: | |
| YMX-CUN-YMX | 570.00 |
| YYZ-CUN-YYZ | 555.00 |
| YVR-CUN-YVR | 675.00 |
| Dominican Republic: | |
| YMX-PUJ-YMX | 565.00 |
| YMX-LRM-YMX | 555.00 |
| YYZ-PUJ-YYZ | 555.00 |
| YYZ-POP-YYZ | 545.00 |
| YVR-YYC-PUJ-YYC-YVR | 725.00 |

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20.4 Faresb) **CBIT40 FARES – WINTER 2004-2005 (November 01 to April 30)
ROUND-TRIP FLIGHT PER PASSENGER IN CAD**

| <u>From/to:</u> | <u>Amount:</u> | <u>From/to:</u> | <u>Amount:</u> |
|----------------------------|----------------|---------------------|----------------|
| Cuba: | | | |
| YUL-CCC-YUL | 530.00 | YYZ-HOG-YYZ | 520.00 |
| YUL-HOG-YUL | 550.00 | YYZ-CCC-YYZ | 535.00 |
| YUL-VRA-YUL | 540.00 | YVR-VRA-YVR | 735.00 |
| YQB-CCC-YQB | 555.00 | YEG-YYC-VRA-YYC-YEG | 735.00 |
| YQB-HOG-YQB | 535.00 | YHZ-VRA-YHZ | 495.00 |
| YQB-VRA-YQB | 545.00 | YTT-VRA-YTT | 525.00 |
| YYZ-VRA-YYZ | 510.00 | YHZ-CCC-YHZ | 545.00 |
| Mexico: | | | |
| YUL-ACA-YUL | 615.00 | YYZ-ZIH-YYZ | 615.00 |
| YUL-PVR-YUL | 640.00 | YVR-CUN-YVR | 685.00 |
| YUL-CUN-YUL | 595.00 | YYC-YEG-PVR-YEG-YYC | 595.00 |
| YUL-ZIH-YUL | 645.00 | YVR-PVR-YVR | 615.00 |
| YQB-CUN-YQB | 650.00 | YEG-CUN-YEG | 685.00 |
| YYZ-PVR-YYZ | 570.00 | YYC-PVR-YYC | 615.00 |
| YYZ-CUN-YYZ | 535.00 | YYC-CUN-YYC | 695.00 |
| YYZ-ACA-YYZ | 580.00 | YHZ-CUN-YHZ | 525.00 |
| Dominican Republic: | | | |
| YUL-LRM-YUL | 625.00 | YVR-YYC-POP-YYC-YVR | 725.00 |
| YUL-POP-YUL | 590.00 | YYC-PUJ-YYC | 725.00 |
| YUL-PUJ-YUL | 610.00 | YYC-YXE-POP-YXE-YYC | 735.00 |
| YQB-POP-YQB | 605.00 | YVR-YEG-POP-YEG-YVR | 735.00 |
| YQB-PUJ-YQB | 640.00 | YWG-POP-YWG | 635.00 |
| YYZ-POP-YYZ | 595.00 | YWG-PUJ-YWG | 635.00 |
| YYZ-PUJ-YYZ | 590.00 | YYC-YEG-PUJ-YEG-YYC | 745.00 |
| YYZ-LRM-YYZ | 570.00 | YHZ-PUJ-YHZ | 565.00 |
| YEG-PUJ-YEG | 675.00 | YHZ-POP-YHZ | 555.00 |
| YVR-PUJ-YVR | 745.00 | YYT-POP-YYT | 575.00 |
| | | YQM-PUJ-YQM | 545.00 |

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20.5 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.

20.6 Stopovers

No stopovers are permitted except at the point of turnaround.

20.7 Children's and infants' fares

Rule 13 h) (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 13 g).

20.8 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:

- a) commercial sleeping accommodations for the total duration of the trip;
- b) ground transportation between airports or surface terminals and commercial accommodations used at all points other than the point of origin of the tour;
- c) 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:
 - i) shall be less than cad 60.00 (cad 30.00 for children 2-11 years of age sharing accommodation with a participant), and;
 - ii) for tours 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).

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20.9 Group requirements

Contract bulk fares are subject to the following conditions:

- a) the minimum number of seats required above, or a higher number may be contracted for by one, two or three tour operators;
- b) each tour operator must execute a contract in the form required by the carrier for the entire program when seat reservations are confirmed;
- c) if one, two or three tour operators who together contract for a minimum number of seats fails to meet all the requirements 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:

- i) the remaining number of contracted seats are not less than the minimum number required as published in (a)(4)(a) of this rule;
 - ii) the remaining tour operator(s) agree to purchase additional seats to meet the required minimum.
- d) 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;
 - e) 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;
 - f) 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 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;
 - g) when additional seats are requested fourteen (14) days or less before departure full payment must be made when reservation is confirmed.

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20.10 Reservations and ticketing

The tour operator shall be responsible for:

- a) 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;
- b) providing additional documentation in a form acceptable to the carrier specifying the additional tour features required for each member of the inclusive tour group;
- c) ensuring that the tickets and documentation required are available for inspection by the carrier during check-in prior to departure.

20.11 Routing/rerouting

No rerouting is permitted.

20.12 Cancellation and refunds

- a) 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 b) below.

- b) 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:
 - i) where seats are cancelled thirty (30) days or more prior to the date of departure the fees will be:
 - where more than the minimum number of seats has been purchased, up to ten (10) percent of the seats 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 20.1 d) i) of this rule;
 - where more than the minimum number of seats has been contracted for on a flight the remainder of seats in excess of the minimum group size after deducting 20.9 above may be cancelled at a charge of ten (10) percent of seat prices per seat cancelled;

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- 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 in this tariff.
- ii) where seats are cancelled less than thirty (30) days) before the date of departure the fee 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;
- iii) 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.
- c) Except as provided in paragraph 20.14 below, in the event of cancellation of a flight or flights by the carrier full refund of payments made with respect to seats cancelled on such flight or flights shall be made by the carrier and the liability to make such refund shall constitute the sole liability of the carrier to the tour operator who shall indemnify and hold harmless the carrier, its servants and agents from and against any and all claims by whomsoever made as a result of such cancellation.
- In the event of cancellation of a contract for seats by the tour operator before departure full refund of payments made with respect to such contract shall be made by the carrier, less any applicable cancellation fees and the liability to make such refund shall constitute the sole liability of the carrier to the tour operator who shall indemnify and hold harmless the carrier, its servant and agents from and against any and all claims by whomsoever made as a result of such cancellation.
- d) Any refunds to passengers shall be the sole responsibility of the tour operator.
- e) Voluntary rerouting shall not be permitted.

20.13 Rules and discounts not applicable

The following rules are not applicable: 13 (h) children's fares.

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20.14 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 of the 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.
- c) Failure to operate or failure to carry:
 - i) liability of carrier: 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;
 - ii) option of passengers and carrier: whenever the carrier fails to operate any flight according to schedule, or changes the schedule of any flight, or cancels reservations of the tour group because of reasons beyond its control, the carrier shall transport the group 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 paragraph 20.10 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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RULE 21 – ADDITIONAL PASSENGER SERVICE COMMITMENTS

1. Given that passengers have a right to information on flight times and schedule changes, 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.
2. (C)(i) Given that passengers have a right to take the flight they paid for, if the passenger's journey is impacted by a Schedule Irregularity, the Carrier will take into account all the circumstances of the case as known to it and will provide the passenger with the option of accepting one or more of the following remedial choices:
 - a) transportation to the passenger's intended destination within a reasonable time at no additional cost ;
 - b) return transportation to the passenger's point of origin within a reasonable time at no additional cost;
 - c) where no reasonable transportation option is available and upon surrendering of the unused portion of the ticket, a cash amount or travel credit (at the passenger's discretion) in an amount equal to the fare and charges paid will be refunded or provided as a credit where no portion of the ticket has been used. Where a portion of the ticket has been used, an amount equal to the lowest comparable one-way fare for the class of service paid for shall be refunded or provided as a credit in the event of a one-way booking/itinerary, and for round-trip, circle trip or open jaw bookings/itineraries, an amount equal to fifty percent of the round-trip fare and charges for the class of service paid for, for the unused flight segment(s), shall be refunded or provided as a credit.
- (ii) When determining the transportation service to be offered, the Carrier will consider:
 - (a) available transportation services, including services offered by interline, code sharing and other affiliated partners and, if necessary, other non-affiliated carriers;
 - (b) the circumstances of the passenger, as known to it, including any factors which impact upon the importance of timely arrival at destination.
- (C)(iii) Having taken all the known circumstances into consideration, the Carrier will take all measures that can reasonably be required to avoid or mitigate the damages caused by a Schedule Irregularity. Where a passenger who accepts option (a) or option (b) or option (c) nevertheless incurs expense as a result of advancement Schedule Irregularity, the Carrier will in addition offer a cash payment or travel credit, the choice of which will be at the passenger's discretion.
- (C)(iv) 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 passenger, acting reasonably, may have incurred as a result of the Schedule Irregularity, as for example, costs incurred for accommodation, meals or additional transportation. The Carrier will set the amount of compensation offered with a view to reimbursing the passenger for all such reasonable expenses.

- (v) The rights of a passenger against the Carrier in the event of a Schedule Irregularity are, in most cases of international carriage, governed by an international convention known as the Montreal Convention, 1999. Article 19 of that Convention provides that an air carrier is liable for damage caused by delay in the carriage of passengers and goods unless it proves that it did everything it could be reasonably expected to do to avoid the damage. There are some exceptional cases of international carriage in which the rights of the passengers are not governed by an international convention. In such cases only, a court of competent jurisdiction can determine which system of laws must be consulted to determine what those rights are.
3. (C) Given that passengers have a right to punctuality, the Carrier will do the following:
- a) If a flight is delayed/advanced and the difference between the scheduled departure of the flight and the actual departure of the flight exceeds 4 hours, the Carrier will provide the passenger with a meal voucher;
 - b) If a flight is delayed/advanced by more than 8 hours and the delay/advancement involves an overnight stay, the Carrier will pay for an overnight hotel stay and airport transfers for passengers who did not start their travel at that airport;
 - c) (C) 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. The Carrier shall ensure the lavatories remain stocked and in working order, and that there is access to medical assistance if required. The aircraft commander will ensure that passengers are aware and kept informed of the status of the delay at least every 30 minutes. 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:
 - (N) 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,
 - (N) 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 disrupt airport operations.
 - d) (N) In the event of an impossibility to deplane, the Carrier shall continue to respect its undertakings outlined in sub-section c) above for as long as the delay lasts. In the event of deplaning, the Carrier shall respect its undertakings outlined under the current Rule 21 including, but not limited to, undertakings related to rebooking and refunds.
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, the Carrier will take steps to deliver the luggage to the passenger's residence/hotel as soon as possible. The Carrier 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. (C) Given that nothing in this tariff would make the Carrier responsible for acts of Force Majeure per Rule 5.3 or for the acts of third parties that are not deemed servants and/or agents of the Carrier per applicable law or international conventions, the Carrier shall not be held responsible for any event of Force Majeure or for the actions of such third parties including governments, air traffic control service providers, airport authorities, security and law enforcement agencies, or border control management authorities.
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 5.3.

RULE 22**22.1 Option Plus**

Option Plus is available on all Air Transat flights (except flights within Canada) and provides the following privileges and services in Economy Class.

The privileges and services included in the Option Plus package for flights from Canada to all destinations are:

- Advance Standard Seat Selection (roundtrip)
- Priority check-in at a dedicated check-in counter (or, where applicable, at the Club Class counter)
- Priority baggage delivery + additional baggage allowance as shown in 8.1
- Priority queue at security checkpoints in Montreal, Ottawa and Vancouver
- Priority boarding
- Comfort Kit (blanket, inflatable neck pillow, eyeshade)**
- 1 alcoholic beverage during the bar service
- A meal or a treat from the Bistro Menu***
- Earbuds

On flights from South to Canada, items are offered individually and blankets are available on request as quantities are limited. * Subject to availability.

Additional information

- Children aged 11 and under receive the same privileges with regard to the following:
 - Priority check-in at a dedicated counter
 - Priority baggage delivery
 - Priority queue at security checkpoints in Montreal, Ottawa and Vancouver
 - Priority boarding
- The seats and meals are the same as in Economy Class
- Purchase available through the Air Transat Information and Seat Selection Centre or Air Transat website in advance of travel
- Applicable fees are non-refundable

Pricing Grid

(X)

22.3 Kids Club

Membership in the Air Transat Kids Club is available for children between the ages of 2 and 11 who are residents of Canada, the UK or France. Kids Club members benefit from the following:

(C)

- Check-in at a specially identified counter
- Pre-boarding at the gate, ahead of our regular Economy passengers
- Priority baggage retrieval
- Free regular roundtrip seat selection for the member only

Once registered, each child will receive a Member's kit containing the following items:

- A membership card
- A coloured lanyard for the membership card
- One Air Transat Kids Club Member baggage tags for priority baggage handling
- Two coupons for free on-board snacks
- Air Transat Sticker activity card