

Tariff: CGR1 – CTA No.241 DOT No. 427  
Carrier: Air Transat – TS

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Title Page

Airline Tariff Publishing Company, Agent  
International Passenger Rules and Fares

Tariff No. CGR1

Containing  
Local Rules, Fares & Charges  
on Behalf of

Air Transat

Applicable to the  
Transportation of Passengers and Baggage  
Between Points in

Canada/USA  
and Points in  
Area 1/2/3

For list of participating carriers, see IPGT-1, DOT:581, CTA:373

This tariff is governed, except as otherwise provided herein, by Maximum Permitted Mileage Tariff No. MPM-1, DOT:424, CTA:239; Aircraft Type Seating Configuration Tariff No. TS-2, DOT:220, CTA:111; and International Passenger Governing Tariff No. IPGT-1, DOT:581, CTA:373 issued by Airline Tariff Publishing Company, Agent, supplements thereto and reissues thereof.

Issued by:  
Rolf Purzer, President  
Airline Tariff Publishing Company, Agent

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## 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

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DEPARTMENT OF TRANSPORTATION MEANS U.S. DEPARTMENT OF TRANSPORTATION.

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

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

EMERGENCY EXIT ROW SEATS ARE DEFINED AS SEATS LOCATED NEAREST OR ADJACENT TO AN EXIT DOOR OF THE AIRCRAFT.

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

FORCE MAJEURE MEANS ANY UNFORESEEABLE CIRCUMSTANCES BEYOND THE CARRIER'S CONTROL, THE CONSEQUENCES OF WHICH COULD NOT HAVE BEEN AVOIDED EVEN IF ALL DUE CARE HAD BEEN EXERCISED INCLUDING, BUT WITHOUT LIMITATION, METEOROLOGICAL AND GEOLOGICAL CONDITIONS, ACTS OF GOD, STRIKES, RIOTS, CIVIL COMMOTIONS, EMBARGOES, WARS, HOSTILITIES, DISTURBANCES, UNSETTLED INTERNATIONAL CONDITIONS, SHORTAGE OF FUEL OR FACILITIES, OR LABOR 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.

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

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

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

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.

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

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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.

SCHEDULE IRREGULARITY MEANS ANY OF THE FOLLOWING

IRREGULARITIES BUT DOES NOT INCLUDE DISRUPTIONS RESULTING FROM LABOUR DISTURBANCES AND/OR STRIKES:

- (A) DELAY IN SCHEDULED DEPARTURE OR ARRIVAL, OF THE CARRIER'S FLIGHT RESULTING IN A MISCONNECTION, OR ANY OTHER DELAY OR INTERRUPTION OF MORE THAN SIX (6) HOURS;
- (B) FLIGHT CANCELLATION, OMISSION OF A SCHEDULED STOP, OR ANY DELAY OR INTERRUPTION IN THE SCHEDULED OPERATION OF THE CARRIER'S FLIGHTS,
- (C) SUBSTITUTION OF EQUIPMENT, OR
- (D) AN ADVANCEMENT OF SCHEDULED DEPARTURE TIME ON THE DAY OF OPERATION GREATER THAN THE MINIMUM PERIOD ESTABLISHED IN THE CARRIER'S TARIFF FOR THE PASSENGER TO CHECK-IN, IN ACCORDANCE WITH RULE 12 (CANCELLATION OF RESERVATIONS).
- (E) OVERBOOKING

SCHEDULED USER MEANS A PERSON, ASSOCIATION, PARTNERSHIP, COMPANY, CORPORATION OR OTHER LEGAL ENTITY WHICH MAKES WITH 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.

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

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.

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 SEATSTHAT CONTAIN NO MORE THAN 2 SEATS PER GROUP OF SEATS.

DEFINITION OF AREAS

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

UNITED STATES OF AMERICA OR UNITED STATES MEANS THE AREA COMPRISED OF THE 48 CONTIGUOUS FEDERATES STATES; THE FEDERAL DISTRICT OF COLOMBIA, ALASKA, HAWAII, PUERTO RICO, THE VIRGIN ISLANDS, SAMOA, GUAM, MIDWAY AND WAKE ISLAND.

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## Rule 2 Application of Tariff

FOR THE PURPOSES OF ESTABLISHING OBLIGATIONS TOWARD PASSENGERS UNDER THE AIR PASSENGER PROTECTION REGULATIONS (APPR), AIR TRANSAT DECLARES THAT IT IS A SMALL AIR CARRIER. FOR THE PURPOSES OF APPR, AIR TRANSAT SHALL HAVE THE SAME OBLIGATIONS AS A LARGE AIR CARRIER TOWARDS A PASSENGER THAT IT CARRIES ON BEHALF OF SUCH LARGE AIR CARRIER UNDER A COMMERCIAL AGREEMENT WITH THAT CARRIER.

THE OBLIGATIONS OF THE CARRIER UNDER THE APPR FORM PART OF THE TARIFF AND SUPERSEDE ANY INCOMPATIBLE OR INCONSISTENT TERM AND CONDITION OF CARRIAGE SET OUT IN THE TARIFF TO THE EXTENT OF SUCH INCONSISTENCY OR INCOMPATIBILITY. THE CARRIER OPERATING A FLIGHT IS LIABLE TO PASSENGERS WITH RESPECT TO THE OBLIGATIONS SET OUT IN SECTIONS 7 TO 22 AND 24 OF THE APPR, OR, IF THEY ARE MORE FAVOURABLE TO THOSE PASSENGERS, THE OBLIGATIONS ON THE SAME MATTER THAT ARE SET OUT IN THE APPLICABLE TARIFF. HOWEVER, IF ONE CARRIER CARRIES PASSENGERS ON BEHALF OF ANOTHER CARRIER UNDER A COMMERCIAL AGREEMENT, THE CARRIERS ARE JOINTLY AND SEVERALLY, OR SOLIDARILY, LIABLE TO THOSE PASSENGERS WITH RESPECT TO THE OBLIGATIONS SET OUT IN SECTIONS 7, 22 AND 24 OF THE APPR, OR, IF THEY ARE MORE FAVOURABLE TO THOSE PASSENGERS, THE OBLIGATIONS ON THE SAME MATTER THAT ARE SET OUT IN THE APPLICABLE TARIFF.

NOTWITHSTANDING THE FOREGOING, LOCAL LAWS MAY ALSO APPLY IN COMBINATION WITH OR INSTEAD OF THE APPR.

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

NOTE: FROM TIME TO TIME, THE CARRIER WILL ENTER INTO CODE-SHARING AGREEMENTS WHEREBY IT WILL MARKET, AS ITS OWN, FLIGHTS OPERATED BY ANOTHER AIR CARRIER. THE OPERATING CARRIER MAY HAVE TERMS AND CONDITIONS OF CARRIAGE THAT DIFFER FROM THOSE FOUND IN THIS TARIFF. IN SUCH CASES, THE PASSENGER WILL BE SO ADVISED AT TIME OF RESERVATION OF CARRIAGE. ONLY FLIGHTS OPERATED IN THE TS800-TS899 FLIGHT NUMBER SERIES FALL UNDER THIS CATEGORY.

- (A) THIS TARIFF CONTAINS THE RULES, REGULATIONS, 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 IN THE UNITED STATES OF AMERICA FOR WHICH THE CARRIER IS AUTHORIZED TO OPERATE SUCH SERVICES TO THE SAME EXTENT AS IF THE CONTENTS OF THIS TARIFF WERE INCLUDED IN THE TERMS AND CONDITIONS OF:
- (I) ANY AIR WAYBILL OR TICKET; AND,
  - (II) ANY SCHEDULED CONTRACT BETWEEN THE CARRIER AND A THIRD PARTY.

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- (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.

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### Rule 3 Currency

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



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#### Rule 4 Capacity Limitations

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

## Rule 5 Conditions of Carriage

- (A) SUBSTITUTION OF AIRCRAFT:  
TS MAY WITHOUT NOTICE, AND SUBJECT TO ANY NECESSARY APPROVAL OF THE CTA OR GOVERNMENT AUTHORITY, SUBSTITUTE AN AIRCRAFT OF THE SAME OR ANY OTHER APPROPRIATE TYPE FOR THE AIRCRAFT AGREED UPON FOR A FLIGHT.
- (B) RESPONSIBILITY FOR SCHEDULES AND OPERATIONS: (SUBJECT TO RULE 21)
- (1) TS WILL ENDEAVOR TO TRANSPORT PASSENGERS AND BAGGAGE WITH REASONABLE DISPATCH. TIMES SHOWN IN SCHEDULES, SCHEDULED CONTRACTS, TICKETS, AIR WAYBILLS OR ELSEWHERE ARE NOT GUARANTEED. FLIGHT TIMES ARE SUBJECT TO CHANGE. SUCH CHANGES MAY INCLUDE THE ADDITION, THE OMISSION OR THE ALTERATION OF ONE OR MORE STOPS TO THE ORIGINAL ITINERARY, AS WELL AS THE AMENDMENT OF ORIGINAL FLIGHT DEPARTURE AND ARRIVAL TIMES. TS WILL MAKE REASONABLE EFFORTS TO INFORM PASSENGERS OF DELAYS AND SCHEDULE CHANGES AND, TO THE EXTENT POSSIBLE, THE REASON FOR THE DELAY OR CHANGE.
  - (2) WHERE A ROUTING MODIFICATION SUBSEQUENT TO THE PURCHASE OF TRAVEL RESULTS IN A CHANGE FROM A DIRECT SERVICE TO A CONNECTING SERVICE, TS WILL, UPON REQUEST BY THE PASSENGER, PROVIDE A FULL REFUND OF THE UNUSED PORTION OF THE FARE PAID.
  - (3) 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, TS WILL TAKE STEPS TO DELIVER THE BAGGAGE TO THE PASSENGER'S RESIDENCE/HOTEL AS SOON AS POSSIBLE. TS WILL TAKE STEPS TO INFORM THE PASSENGER ON THE STATUS OF DELIVERY AND WILL PROVIDE THE PASSENGER WITH AN OVERNIGHT KIT, AS REQUIRED.
  - (4) IF A FLIGHT IS DELAYED FOR/ADVANCED BY MORE THAN FOUR (4) HOURS BEYOND SCHEDULED DEPARTURE TIME, TS WILL PROVIDE THE PASSENGER WITH A MEAL VOUCHER. IF THE FLIGHT IS DELAYED BY/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.
  - (5) IF THE DELAY OCCURS WHILE ONBOARD, THE CARRIER WILL OFFER DRINKS AND SNACKS AS AVAILABLE, WHERE IT IS SAFE, PRACTICAL AND TIMELY TO DO SO. IF THE DELAY EXCEEDS 90 MINUTES WHILE AT THE GATE, OR 4 HOURS IN THE EVENT OF A TARMAC DELAY, THE CARRIER MUST ALLOW THE PASSENGERS TO DEPLANE UNLESS:
    - (A) 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,
- (B) 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.
- (6) IN THE EVENT OF AN IMPOSSIBILITY TO DEPLANE, THE CARRIER SHALL CONTINUE TO RESPECT ITS UNDERTAKINGS OUTLINED UNDER SUB-SECTION (5) 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.
- (7) 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 PASSENGERS, ACTING REASONABLY, MAY HAVE INCURRED AS A RESULT OF A SCHEDULE IRREGULARITY, AS FOR EXAMPLE, COSTS INCURRED FOR ACCOMMODATION 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.
- (8) THE RIGHTS OF A PASSENGER AGAINST THE CARRIER IN THE EVENT OF A SCHEDULED 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.
- (C) FORCE MAJEURE
- (1) NOTWITHSTANDING ANY OTHER TERMS OR CONDITIONS CONTAINED HEREIN, THE CARRIER SHALL NOT BE LIABLE FOR FAILURE IN THE PERFORMANCE OF ANY OF HIS OBLIGATIONS DUE TO:
- A) ACT OF GOD.
- B) WAR, REVOLUTION, INSURRECTION, RIOT, BLOCKADE

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- OR ANY OTHER UNLAWFUL ACT AGAINST PUBLIC ORDER OR AUTHORITY INCLUDING AN ACT OF TERRORISM INVOLVING THE USE OR RELEASE OR THREAT THEREOF, OF ANY NUCLEAR WEAPON OR DEVICE OR CHEMICAL OR BIOLOGICAL AGENT.
- C) STRIKE, LOCK-OUT, LABOUR DISPUTE, OR OTHER INDUSTRY DISTURBANCE WHETHER INVOLVING THE CARRIER'S EMPLOYEES OR OTHERS UPON WHOM THE CARRIER RELIES.
  - D) FIRE, FLOOD, EXPLOSION, EARTHQUAKE, ADVERSE WEATHER CONDITIONS, STORM/LIGHTENING, INFECTIOUS DISEASE OUTBREAK, EPIDEMIC, PANDEMIC, PUBLIC HEALTH EMERGENCY AND QUARANTINE.
  - E) ACCIDENTS TO OR FAILURE OF THE AIRCRAFT OR EQUIPMENT USED IN CONNECTION THEREWITH.
  - F) NON-AVAILABILITY OF FUEL AT THE AIRPORT OF ORIGIN, DESTINATION OR EN ROUTE STOP.
  - G) OTHERS UPON WHOM THE CARRIER RELIES FOR THE PERFORMANCE OF THE WHOLE OR ANY PART OF ANY SCHEDULED CONTRACT OR FLIGHT.
  - H) GOVERNMENT ORDER, REGULATION, ACTION OR INACTION.
  - I) UNLESS CAUSED BY ITS NEGLIGENCE, ANY DIFFERENCE IN WEIGHT OR QUANTITY OF CARGO FROM SHRINKAGE, LEAKAGE OR EVAPORATION.
  - J) THE NATURE OF THE CARGO OR ANY DEFECT IN THE CARGO OR ANY CHARACTERISTIC OR INHERENT VICE THEREIN.
  - K) VIOLATION BY A CONSIGNOR, CONSIGNEE OR ANY OTHER PARTY CLAIMING AN INTEREST IN THE CARGO OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THIS TARIFF OR IN ANY OTHER APPLICABLE TARIFF INCLUDING, BUT WITHOUT BEING LIMITED TO, FAILURE TO OBSERVE ANY OF THE TERMS AND CONDITIONS RELATING TO CARGO NOT ACCEPTABLE FOR TRANSPORTATION OR CARGO ACCEPTABLE ONLY UNDER CERTAIN CONDITIONS.
  - L) IMPROPER OR INSUFFICIENT PACKING, SECURING, MARKING OR ADDRESSING.
  - M) ACTS OR OMISSIONS OF WAREHOUSEMAN, CUSTOMS OR QUARANTINE OFFICIALS OR OTHER PERSONS OTHER THAN THE CARRIER OR ITS AGENTS, IN GAINING LAWFUL POSSESSION OF THE CARGO.
  - N) COMPLIANCE WITH DELIVERY INSTRUCTIONS FROM THE CONSIGNOR OR CONSIGNEE.
  - O) ANY OTHER CAUSES BEYOND THE REASONABLE CONTROL OF THE CARRIER.
  - P) FAILURE TO OBTAINED THE APPROVAL OF GOVERNMENT AGENCY, COMMISSION, BOARD OR OTHER TRIBUNAL HAVING JURISDICTION IN THE CIRCUMSTANCES AS MAY BE REQUIRED TO THE CONDUCT OF OPERATIONS HEREUNDER OR ANY GOVERNMENT OR LEGAL RESTRAINT UPON SUCH OPERATION.
  - Q) LOSS OF OR HIJACKING OF AIRCRAFT, OR ANY SHORTAGE OF OR INABILITY TO PROVIDE LABOUR, FUEL OR FACILITIES.

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- R) ANY OTHER EVENT NOT REASONABLY TO BE FORESEEN, ANTICIPATED OR PREDICTED, WHETHER ACTUAL, THREATENED OR REPORTED, WHICH MAY INTERFERE WITH THE OPERATIONS OF THE CARRIER.
- (2) UPON THE HAPPENING OF ANY OF THE FOREGOING EVENTS, THE CARRIER MAY WITHOUT NOTICE CANCEL, TERMINATE, DIVERT, POSTPONE OR DELAY ANY FLIGHT WHETHER BEFORE DEPARTURE OR EN ROUTE. IF THE FLIGHT, HAVING COMMENCED IS TERMINATED, THE CARRIER SHALL REFUND THE UNUSED PORTION OF THE FLIGHT AND SHALL USE ITS BEST EFFORTS TO PROVIDE ALTERNATE TRANSPORTATION TO THE DESTINATION FOR THE PASSENGERS AND BAGGAGE AT THE EXPENSE AND RISK OF THE PASSENGER OR SHIPPER.
- (D) COMPLIANCE BY SCHEDULED USER, PASSENGER OR SHIPPER THE SCHEDULED USER, ALL PASSENGERS AND ALL SHIPPERS SHALL FULLY COMPLY WITH ALL OF THE TERMS AND CONDITIONS, RULES AND REGULATIONS SET OUT IN THIS TARIFF. FAILING SUCH COMPLIANCE, THE CARRIER SHALL BE ENTITLED TO CANCEL ANY SCHEDULED CONTRACT OR TICKET. REFUNDS WILL BE PROVIDED WHERE APPLICABLE.
- (E) SPACE FOR CARRIER'S USE ANY UNUSED CAPACITY IN THE AIRCRAFT NOT BEING UTILIZED BY ANY SCHEDULED USER, PASSENGERS OR SHIPPER MAY BE USED BY THE CARRIER.
- (F) FLIGHT OPERATIONS
  - (1) SELECTION OF FLIGHT ROUTE THE CARRIER SHALL HAVE THE RIGHT TO SELECT THE ROUTE FOR THE FLIGHT, PROVIDED, HOWEVER, THE SHORTEST ROUTE WHICH IN THE OPINION OF THE CARRIER IS SAFE, FEASIBLE AND DULY AUTHORIZED BY ANY COMPETENT AUTHORITY HAVING JURISDICTION, SHALL BE FOLLOWED.
  - (2) PILOT DISCRETION THE AIRCRAFT AT ALL TIMES SHALL BE UNDER THE EXCLUSIVE CONTROL OF THE PILOT-IN COMMAND, WHOSE ORDERS SHALL BE STRICTLY COMPLIED WITH BY ANY SCHEDULED USER AND ALL PASSENGERS AND SHIPPERS. THE PILOT OF THE AIRCRAFT SHALL HAVE COMPLETE DISCRETION CONCERNING THE LOAD CARRIED AND ITS DISTRIBUTION AND AS TO WHETHER A FLIGHT SHOULD BE UNDERTAKEN OR DIVERTED AND AS TO WHERE AND WHEN AND UNDER WHAT CIRCUMSTANCES LANDING SHOULD BE MADE AND ALL SUCH DECISIONS OF THE PILOT SHALL BE ACCEPTED AND AGREED TO BY ANY SCHEDULED USER, THE PASSENGERS AND THE SHIPPERS.

## Rule 6 Carriage of Passengers

- (A) REFUSAL TO TRANSPORT – REMOVAL OF PASSENGERS
- (1) THE CARRIER MAY REFUSE TO CARRY OR CANCEL THE RESERVED SPACE OF, OR MAY REMOVE EN ROUTE 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 PASSENGERS, TO ANY OTHER PERSONS OR PROPERTY, OR TO THE FLIGHT. SUBJECT TO THE PROVISIONS OF PARAGRAPH (D), 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 DETECTIVE DEVICES AS A RESULT OF ANY SEARCH.
  - (G) A PASSENGER UNDER THE AGE OF EIGHT (8) YEARS IS NOT ACCOMPANIED DURING THE CARRIAGE BY A PASSENGER OF AT LEAST SIXTEEN (16) YEARS OF AGE OR IF A PASSENGER HAVING ATTAINED EIGHT (8) YEARS OF AGE, TRAVELLING ALONE, IS NOT ACCOMPANIED TO THE AIRPORT AT THE TIME OF DEPARTURE BY AN ADULT WHO SHALL REMAIN AT 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.
  
- (B) PASSENGER'S CONDUCT - PROHIBITED CONDUCT AND SANCTIONS
  - (1) PROHIBITED CONDUCT  
WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOLLOWING CONSTITUTES PROHIBITED CONDUCT WHERE IT MAY BE NECESSARY, IN THE REASONABLE DISCRETION OF THE CARRIER, TO TAKE ACTION TO ENSURE THE PHYSICAL COMFORT OR SAFETY OF THE PERSON, OTHER PASSENGERS (IN THE FUTURE AND PRESENT) AND/OR THE CARRIER'S EMPLOYEES; THE SAFETY OF THE AIRCRAFT; THE UNHINDERED PERFORMANCE OF THE CREW MEMBERS IN THEIR DUTY ABOARD THE AIRCRAFT; OR THE SAFE AND ADEQUATE OPERATION OF THE FLIGHT:
    - (A) THE PERSON, IN THE REASONABLE JUDGMENT OF A RESPONSIBLE CARRIER EMPLOYEE, IS UNDER THE INFLUENCE OF INTOXICATING LIQUORS OR DRUGS (EXCEPT A MEDICAL PATIENT UNDER PROPER CARE);
    - (B) THE PERSON'S CONDUCT, OR CONDITION IS OR HAS BEEN KNOWN TO BE ABUSIVE, OFFENSIVE, THREATENING, INTIMIDATING, VIOLENT, OR OTHERWISE DISORDERLY, AND IN THE REASONABLE JUDGMENT OF A RESPONSIBLE CARRIER EMPLOYEE THERE IS A POSSIBILITY THAT SUCH PASSENGER WOULD CAUSE DISRUPTION OR SERIOUS IMPAIRMENT TO THE PHYSICAL COMFORT OR SAFETY OF OTHER PASSENGER OR CARRIER'S EMPLOYEES, INTERFERE WITH A CREW MEMBER IN THE PERFORMANCE OF HIS DUTIES ABOARD CARRIER'S AIRCRAFT, OR OTHERWISE JEOPARDIZE SAFE AND ADEQUATE FLIGHT OPERATIONS;
    - (C) THE PERSON'S CONDUCT INVOLVES ANY UNUSUAL HAZARD OR RISK TO SELF OR TO OTHER PERSONS (INCLUDING, IN CASE OF PREGNANT PASSENGERS, UNBORN CHILDREN) OR TO PROPERTY;
    - (D) THE PERSON FAILS TO OBSERVE THE INSTRUCTIONS OF THE CARRIER AND ITS EMPLOYEES, INCLUDING INSTRUCTIONS TO CEASE PROHIBITED CONDUCT;
    - (E) THE PERSON IS UNABLE/UNWILLING TO SIT IN THE SEAT WITH THE SEATBELT FASTENED;
    - (F) THE PERSON SMOKES OR ATTEMPT TO SMOKE IN THE AIRCRAFT;
    - (G) THE PERSON USES OR CONTINUES TO USE A CELLULAR TELEPHONE, A LAPTOP COMPUTER OR AN

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ELECTRONIC DEVICE ON BOARD THE AIRCRAFT AFTER BEING ADVISED TO CEASE SUCH USE BY A MEMBER OF THE CREW;

- (H) THE PERSON IS BAREFOOT;
- (I) THE PERSON (OTHER THAN ON-DUTY LAW ENFORCEMENT OFFICERS) IS WEARING OR HAS ON OR ABOUT HIS PERSON CONCEALED OR UNCONCEALED DEADLY OR DANGEROUS WEAPONS;
- (J) THE PERSON IS MANACLED AND IN CUSTODY OF LAW ENFORCEMENT PERSONNEL;
- (K) THE PERSON HAS RESISTED OR MAY REASONABLY BE BELIEVED TO BE CAPABLE OF RESISTING ESCORTS.

(2) SANCTIONS

WHERE, IN THE EXERCISE OF ITS REASONABLE DISCRETION, THE CARRIER DECIDES THAT THE PASSENGER HAS ENGAGED IN PROHIBITED CONDUCT DESCRIBED ABOVE, THE CARRIER MAY IMPOSE ANY COMBINATION OF THE FOLLOWING SANCTIONS:

- (A) REMOVAL OF THE PASSENGER AT ANY POINT;
- (B) PROBATION. THE CARRIER MAY STIPULATE THAT THE PASSENGER IS TO FOLLOW CERTAIN PROBATIONARY CONDITIONS, SUCH AS TO NOT ENGAGE IN PROHIBITED CONDUCT, IN ORDER FOR THE CARRIER TO PROVIDE TRANSPORT TO SAID PASSENGER. SUCH PROBATIONARY CONDITIONS MAY BE IMPOSED FOR ANY LENGTH OF TIME, WHICH, IN THE EXERCISE OF THE CARRIER REASONABLE DISCRETION, IS NECESSARY TO ENSURE THAT PASSENGER'S CONTINUED COMPLIANCE IN CONTINUED AVOIDANCE OF PROHIBITED CONDUCT, AND;
- (C) REFUSE TO TRANSPORT THE PASSENGER. THE LENGTH OF SUCH REFUSAL TO TRANSPORT MAY RANGE FROM A ONE-TIME TO AN INDEFINITE UP TO LIFETIME BAN. THE LENGTH OF THE REFUSAL PERIOD WILL BE IN THE CARRIER'S REASONABLE DISCRETION, AND WILL BE FOR A PERIOD COMMENSURATE WITH THE NATURE OF THE PROHIBITED CONDUCT AND UNTIL THE CARRIER IS SATISFIED THAT THE PASSENGER NO LONGER CONSTITUTES A THREAT TO THE SAFETY OF THE OTHER PASSENGERS, CREW OR THE AIRCRAFT OR TO THE COMFORT OF THE OTHER PASSENGERS OR CREW; THE UNHINDERED PERFORMANCE OF THE CREW 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:
  - (I) THE PERSON CONTINUES TO INTERFERE WITH PERFORMANCE OF A CREW MEMBER'S DUTIES NOTWITHSTANDING VERBAL WARNINGS BY THE CREW TO STOP SUCH BEHAVIOR;
  - (II) THE PERSON INJURES OR SUBJECTS TO A CREDIBLE THREAT OF INJURY A CREW MEMBER OR OTHER PASSENGER;
  - (III) THE PERSON HAS A CONDUCT THAT REQUIRES AN UNSCHEDULED LANDING AND/OR THE USE OF RESTRAINTS SUCH AS TIES OR HANDCUFFS;
  - (IV) THE PERSON REPEATS A PROHIBITED CONDUCT



- AFTER RECEIVING A NOTICE OF PROBATION AS MENTIONED IN (2)(B) ABOVE;
- (C) LIABILITY FOR REFUSAL TO TRANSPORT AND FOR FAILURE TO OPERATE ON SCHEDULE
- (1) THE CARRIER IS NOT LIABLE FOR ITS REFUSAL TO TRANSPORT ANY PASSENGER IN ACCORDANCE WITH RULE 6. SUBJECT TO RULES 5(C)(1) AND 21, WHERE A PASSENGER INCURS A SCHEDULE IRREGULARITY (DELAY) OF NOT LESS THAN SIX (6) HOURS INVOLVING A FLIGHT OPERATED BY TS OR IF THE PASSENGER IS UNABLE TO BOARD THE FLIGHT ON WHICH SPACE WAS BOOKED AS A RESULT OF AN OVERBOOKING OR CANCELLATION:
- (A) THE CARRIER WILL TRANSPORT THE PASSENGER WITHOUT STOPOVER ON ITS NEXT FLIGHT ON WHICH SPACE IS AVAILABLE AND IN THE SAME CLASS OF SERVICE AS HIS ORIGINAL FLIGHT.
- (B) IF THE CARRIER IS UNABLE TO PROVIDE REASONABLE ALTERNATIVE TRANSPORTATION ON ITS SERVICES, THE CARRIER WILL ARRANGE TRANSPORTATION ON THE SERVICES OF OTHER CARRIERS OR COMBINATION OF CARRIERS WITH WHOM THE CARRIER HAS INTERLINE TRAFFIC AGREEMENTS FOR SUCH TRANSPORTATION. IN SUCH CASES, THE PASSENGER WILL BE TRANSPORTED WITHOUT STOPOVER AND AT NO ADDITIONAL COSTS TO HIMSELF, IN THE SAME CLASS OF SERVICE AS APPLIED TO HIS ORIGINAL OUTBOUND FLIGHT ON THE CARRIER.
- (C) IN THE EVENT THAT SPACE ON THE CARRIER IS ONLY AVAILABLE IN A LOWER CLASS OF SERVICE THAN WAS RESERVED BY THE PASSENGER FOR THE ORIGINAL FLIGHT, OR ANY ONE OR MORE OF THE ORIGINAL FLIGHTS, AS THE CASE MAY BE, THE CARRIER WILL, AT THE OPTION OF THE PASSENGER,
- (I) PROVIDE SPACE TO THE PASSENGER AT THE LOWER CLASS OF SERVICE AND REFUND THE DIFFERENCE IN FARES, OR
- (II) PROVIDE A FULL REFUND OF THE UNUSED PORTION OF THE FARE PAID BY THE PASSENGER.
- (D) IF THE CARRIER IS UNABLE TO PROVIDE REASONABLE ALTERNATIVE TRANSPORTATION ON ITS SERVICES OR ON THE SERVICES OF OTHER CARRIER(S), IN THE EVENT OF A DELAY OF AT LEAST 24 HOURS OR OF CANCELLATION/OVERBOOKING OF A FLIGHT ON WHICH THE BOOKING WAS MADE, THEN IT WILL REFUND THE UNUSED TICKET OR PORTIONS THEREOF.
- (D) TRANSPORTATION OF A PERSON WITH A DISABILITY
- (A) DEFINITIONS
- "AMBULATORY" MEANS A PASSENGER WHO IS ABLE TO MOVE ABOUT WITHIN THE AIRCRAFT CABIN UNASSISTED.
- "NON-AMBULATORY" MEANS A PASSENGER WHO IS NOT ABLE TO MOVE ABOUT WITHIN THE AIRCRAFT UNASSISTED.
- "NON-SELF-RELIANT" MEANS A PERSON WHO IS INCAPABLE OF SELF-CARE DURING FLIGHT AND THEREFORE DEPENDENT UPON A PERSONAL ATTENDANT.
- "SELF-RELIANT" MEANS A PERSON WHO IS INDEPENDENT,

SELF-SUFFICIENT AND CAPABLE OF TAKING CARE OF ALL PHYSICAL NEEDS DURING FLIGHT, AND WHO REQUIRES NO SPECIAL OR UNUSUAL ATTENTION BEYOND THAT AFFORDED TO THE GENERAL PUBLIC, EXCEPT THAT ASSISTANCE IN BOARDING OR DEPLANING MAY BE REQUIRED.

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

(B) ACCEPTANCE OF A PASSENGER WITH A DISABILITY

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

(II) PASSENGERS WITH A DISABILITY WILL BE ACCEPTED FOR TRANSPORTATION AS OUTLINED BELOW:

TYPE OF DISABILITY	ASSISTANT REQUIRED	MAXIMUM NO. PER FLIGHT
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	SEE NOTE 1 BELOW
NON-AMBULATORY/NON-SELF- RELIANT	YES	2 PER FLIGHT

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

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

(C) SEATING RESTRICTIONS

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PASSENGERS WITH A DISABILITY WILL NOT BE PERMITTED TO OCCUPY SEATS IN DESIGNATED EMERGENCY EXIT ROWS, IN OVER-WING EMERGENCY EXIT ROWS, WHERE THE VENTRAL STAIR MAY HAVE TO BE USED AS AN EMERGENCY EXIT, OR ON THE UPPER DECK OF THE AIRCRAFT.

- (D) RESERVATIONS  
RESERVATIONS SHOULD BE MADE AT LEAST 48 HOURS IN ADVANCE OF TRAVEL, ADVISING THE CARRIER AS TO THE NATURE OF THE DISABILITY AND ASSISTANCE REQUIRED, SO THAT ARRANGEMENTS CAN BE MADE. THE CARRIER WILL MAKE EVERY EFFORT TO ACCOMMODATE PASSENGERS WHO FAIL TO MAKE RESERVATIONS 48 HOURS IN ADVANCE.
- (E) ACCEPTANCE OF MOBILITY AIDS  
IN ADDITION TO THE REGULAR FREE BAGGAGE ALLOWANCE, THE CARRIER WILL ACCEPT THE FOLLOWING ITEMS WHICH MUST BE STOWED IN THE BAGGAGE COMPARTMENT, PROVIDED THAT THEIR SIZE WILL FIT THROUGH THE PLANNED AIRCRAFT HOLD DOORS SAFELY: (DOOR SIZE DIMENSIONS PER AIRCRAFT TYPE ARE ON OUR WEBSITE [WWW.AIRTRANSAT.COM](http://WWW.AIRTRANSAT.COM)).
- (I) MANUALLY OPERATED WHEELCHAIRS AND WALKERS.
- (II) WHEELCHAIRS WITH NON-SPILLABLE BATTERIES, WITH TERMINALS DISCONNECTED FROM POWER SOURCE. SERVICE REGARDING THE ASSEMBLY AND DISASSEMBLY OF SUCH MOBILITY AIDS WILL BE PROVIDED BY THE CARRIER.
- (III) FOR FLIGHT SAFETY REASONS, WHEELCHAIRS WITH SPILLABLE WET CELL BATTERIES ARE NO LONGER PERMITTED ON BOARD.
- (IV) CRUTCHES AND CANES MAY BE RETAINED IN THE PASSENGER'S CUSTODY PROVIDED THEY ARE STOWED IN ACCORDANCE WITH THE CARRIER'S SAFETY REGULATIONS.
- (F) SERVICE ANIMAL TRAINED TO ASSIST A PERSON WITH A DISABILITY  
THE CARRIER WILL ACCEPT FOR TRANSPORTATION, WITHOUT CHARGE, AN ANIMAL THAT IS PROPERLY HARNESSSED OR IDENTIFIED AND CERTIFIED AS HAVING BEEN TRAINED BY A PROFESSIONAL INSTITUTION. SOME ASSISTANCE ANIMALS MAY NOT HAVE BEEN TRAINED BY A RECOGNIZED PROFESSIONAL SERVICE ANIMAL INSTITUTION BECAUSE OF THE TYPE OF TASKS THEY PERFORM FOR PERSONS WITH DISABILITIES OR FOR EMOTIONAL SUPPORT ANIMALS. THE CARRIER MAY REQUIRE MORE INFORMATION ABOUT THE REQUIREMENTS AND WILL ASK THE PASSENGER TO EXPLAIN HOW THE ANIMAL PROVIDES DISABILITY-RELATED ASSISTANCE, INCLUDING ADDITIONAL INFORMATION OR MEDICAL DOCUMENTATION, INFORMATION ABOUT THE ANIMAL'S TRAINING AND BEHAVIOR IN PUBLIC SETTINGS, PROVIDED PROOF OF ANY TRAINING OR ASSURANCES ABOUT THE ANIMAL'S BEHAVIOR. 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

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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 INTAKE TO PROVIDE EXPEDITIOUSLY, AND AT ITS OWN EXPENSE, FOR MEDICAL CARE, AND IF NECESSARY, REPLACEMENT OF THE ANIMAL.

(E) CARRIAGE OF CHILDREN

- (1) ACCOMPANIED - CHILDREN UNDER 12 YEARS OF AGE ARE ACCEPTED FOR TRANSPORTATION WHEN ACCOMPANIED ON THE SAME FLIGHT AND IN THE SAME COMPARTMENT BY A PASSENGER AT LEAST SIXTEEN (16) YEARS OF AGE.
- (2) UNACCOMPANIED - CARRIAGE IS TO BE SOLELY ON THE CARRIER'S FLIGHT AND WILL IN NO CIRCUMSTANCES INVOLVE INTERLINING. THE CARRIER MUST BE AT ADVISED AT LEAST 72 HOURS IN ADVANCE OF TRAVEL. THE FOLLOWING CONDITIONS WILL APPLY:
  - (A) UNDER 8 YEARS, NOT ACCEPTED UNDER ANY CONDITIONS.
  - (B) AGES 8 TO 11 INCLUSIVE, ACCEPTED PROVIDING:
    - (I) THE CHILD IS BROUGHT TO THE AIRPORT BY A PARENT OR RESPONSIBLE ADULT.
    - (II) RESERVATIONS ARE CONFIRMED THROUGH TO DESTINATION.
    - (III) THE CHILD WILL BE MET AND TAKEN INTO CUSTODY OF A RESPONSIBLE ADULT AT STOPOVERS AND DESTINATION.
    - (IV) THE UNACCOMPANIED MINOR FORM IS COMPLETED.
    - (V) THE PARENT OR GUARDIAN REMAINS AT THE AIRPORT UNTIL AIRCRAFT IS AIRBORNE AND CLEARANCE TO DEPART HAS BEEN PROVIDED BY THE CARRIER.
    - (VI) THE CHILD POSSESSES WRITTEN INFORMATION SHOWING THE NAME AND ADDRESS OF THE RESPONSIBLE ADULT MEETING THE CHILD AT DESTINATION.
    - (VII) THE FLIGHT ON WHICH SPACE IS HELD IS NOT EXPECTED TO TERMINATE SHORT OF, OR BYPASS THE DESTINATION BECAUSE OF WEATHER CONDITIONS.
    - (VIII) PRIOR TO RELEASING CUSTODY OF AN UNACCOMPANIED CHILD, THE AGENT MUST OBTAIN POSITIVE IDENTIFICATION OF THE RESPONSIBLE PARTY MEETING THE CHILD AND THE SIGNATURE OF THE SAID PARTY. A HANDLING FEE OF CAD \$100.00 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

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- 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.
- (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

### (A) BAGGAGE

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

- (1) ALL BAGGAGE MUST BE SUITABLY EXTERNALLY IDENTIFIED AND PACKED IN A MANNER WHICH CAN WITHSTAND ORDINARY HANDLING, OR BE OF A WEIGHT, SIZE OR CHARACTER WHICH RENDERS IT SUITABLE FOR TRANSPORTATION;
- (2) FRAGILE OR PERISHABLE ARTICLES, INCLUDING MEDICATION OR MEDICAL DEVICES, MONEY, JEWELRY, SILVERWARE, ELECTRONICS, LAPTOP COMPUTERS, PERSONAL AUDIO/VIDEO DEVICES, NEGOTIABLE DOCUMENTS, SECURITIES, SAMPLES OF BUSINESS DOCUMENTS OR OTHER VALUABLES (OTHER THAN ARTICLES OF CLOTHING) SHALL NOT BE ACCEPTED AS CHECKED BAGGAGE. ANY SUCH ITEMS DECLARED OR FOUND IN CHECKED BAGGAGE SHALL BE SUBJECT TO REMOVAL PRIOR TO THE BAGGAGE IN QUESTION BEING ACCEPTED FOR CARRIAGE BY THE CARRIER. THE CARRIER SHALL NOT BE LIABLE FOR DAMAGE TO FRAGILE, VALUABLE OR PERISHABLE ITEMS WHERE SUCH DAMAGE IS THE RESULT OF THE INHERENT DEFECT, QUALITY OR VICE OF THE ITEM IN QUESTION. UNSUITABLY OR INADEQUATELY PACKED ITEMS WILL BE ACCEPTED AT THE 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.
- (3) NORMAL CARRIER LIABILITY, AS CONTAINED IN THIS RULE, WILL BE WAIVED FOR SUBSTANTIATED CLAIMS INVOLVING THE LOSS OF, DAMAGE TO, OR DELAY IN DELIVERY OF MOBILITY AIDS, WHEN SUCH ITEMS HAVE BEEN ACCEPTED INTO THE CARE OF THE CARRIER AS CHECKED BAGGAGE OR OTHERWISE. IF A MOBILITY AID IS DAMAGED OR LOST, THE CARRIER WILL IMMEDIATELY PROVIDE A SUITABLE TEMPORARY REPLACEMENT WITHOUT CHARGE. IF A DAMAGED AID CAN BE REPAIRED, THE CARRIER WILL ARRANGE, AT ITS EXPENSE, FOR THE PROMPT AND ADEQUATE REPAIR OF THE AID AND RETURN IT TO THE PASSENGER AS SOON AS POSSIBLE. IF A DAMAGED AID CANNOT BE REPAIRED OR IS LOST AND CANNOT BE LOCATED WITHIN 96 HOURS AFTER THE PASSENGER'S ARRIVAL, THE CARRIER WILL, AT ITS DISCRETION, REPLACE IT WITH AN IDENTICAL AID SATISFACTORY TO THE PASSENGER, OR REIMBURSE THE PASSENGER FOR THE REPLACEMENT COST OF THE AID.

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(4) EACH PASSENGER (EXCLUDING INFANTS  
UNDER 2 YEARS OF AGE) IN ECONOMY CLASS WILL HAVE

THE FOLLOWING CHECKED BAGGAGE ALLOWANCES AND FEES ON ALL  
ROUTES BETWEEN CANADA AND THE UNITED STATES:

- (A) ECONOMY CLASS: ABC-ECO-BUDGET  
FIRST CHECKED BAG UP TO 23 KGS. - \$35  
CAD IF PREPAID, \$40 CAD WITHIN 24H OF DEPARTURE.  
SECOND CHECKED BAG UP TO 23KGS - \$55  
CAD IF PREPAID, \$70 CAD WITHIN 24H OF DEPARTURE.  
THIRD AND SUBSEQUENT PIECES OF  
CHECKED BAGGAGE UP TO 23 KGS - \$225 CAD.  
ABC-ECO-STANDARD FIRST CHECKED BAG UP TO 23  
KG. - \$0 CAD. SECOND CHECKED BAG UP TO 23  
KGS. - \$55 CAD IF PREPAID, \$70 CAD WITHIN 24H OF  
DEPARTURE. THIRD AND SUBSEQUENT PIECES  
OF CHECKED BAGGAGE UP TO 23 KGS. - \$225 CAD.  
ABC-ECO-FLEX FIRST CHECKED BAG UP TO  
23KGS - \$0 CAD.  
SECOND CHECKED BAG UP TO 23 KGS - \$55 CAD IF PREPAID,  
\$70 CAD WITHIN 24H OF DEPARTURE.  
THIRD AND SUBSEQUENT PIECES OF CHECKED  
BAGGAGE UP TO 23 KGS. - \$225 CAD. PACKAGE  
PURCHASE PASSENGERS FIRST CHECKED BAG  
UP TO 23 KGS. - \$0 CAD. SECOND CHECKED  
BAGGAGE UP TO 23 KGS. - \$55 CAD IF PREPAID, \$70 CAD  
WITHIN 24H OF DEPARTURE. THIRD AND  
SUBSEQUENT PIECES OF BAGGAGE UP TO 23 KGS. -  
\$225 CAD. CRUISE PASSENGERS WITH VOUCHER  
FIRST CHECKED BAG UP TO 28 KGS. - \$0 CAD.  
SECOND CHECKED BAG UP TO 23 KGS. - \$55  
CAD IF PREPAID, \$70 CAD WITHIN 24H OF DEPARTURE.  
THIRD AND SUBSEQUENT PIECES OF CHECKED  
BAGGAGE UP TO 23 KGS. - \$225 CAD.
- (B) OPTION PLUS: ABC-ECO-BUDGET  
FIRST CHECKED BAG UP TO 23 KGS. - \$0 CAD.  
SECOND CHECK BAG UP TO 23 KGS. - \$55 CAD IF PREPAID,  
\$70 CAD WITHIN 24H OF DEPARTURE.  
THIRD AND SUBSEQUENT PIECES OF CHECKED  
BAGGAGE UP TO 23 KGS. - \$225 CAD.  
ABC-ECO-STANDARD & ECO-FLEX FIRST CHECKED  
BAG UP TO 23 KGS. - \$0 CAD. SECOND CHECKED  
BAG UP TO 23 KGS. - \$0 CAD. THIRD AND  
SUBSEQUENT PIECES OF CHECKED BAGGAGE UP TO 23  
KGS. - \$225 CAD. PACKAGE PURCHASE PASSENGERS FIRST  
CHECKED BAG UP TO 23 KGS - \$0 CAD. SECOND CHECKED BAG  
UP TO 23 KGS - \$0 CAD. THIRD AND SUBSEQUENT PIECES OF  
BAGGAGE UP TO 23 KGS - \$225 CAD. CRUISE PASSENGERS  
FIRST CHECKED BAG UP TO 23 KGS. - \$0 CAD.  
SECOND CHECKED BAG UP TO 23 KGS. - \$0 CAD.  
THIRD AND SUBSEQUENT PIECES OF CHECKED  
BAGGAGE UP TO 23 KGS. - \$225 CAD.
- (C) CLUB CLASS & CLUB FLEX: FIRST CHECKED BAG UP TO 23KGS.  
- \$0 CAD. SECOND CHECKED BAG UP TO 23 KGS -  
\$0 CAD. THIRD AND SUBSEQUENT PIECES OF  
CHECKED BAGGAGE UP TO 23 KGS. - \$225.
- (D) ONE APPROVED CAR SEAT OR ONE BOOSTER SEAT AND  
ONE STROLLER PER CHILD/INFANT CARRIED FREE OF  
CHARGE;

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NOTE: THE FOLLOWING SPORTS EQUIPMENT ARE CONSIDERED AS PART OF THE CHECKED BAGGAGE ALLOWANCE PER PASSENGER (SEE NUMBER OF BAGGAGE ALLOCATED ON THE PREVIOUS PAGE) AND WILL BE SUBJECT TO THE APPLICABLE REGULAR BAGGAGE FEES DEPENDING ON THE TYPE OF TICKET PURCHASED. THESE EQUIPMENT WILL BE CARRIED, SUBJECT TO AVAILABILITY OF SPACE ON A FLIGHT SEGMENT. A PRE-BOOKING IS RECOMMENDED WITH THE CARRIER PRIOR TO DEPARTURE:

EQUIPMENT (SEE AIR TRANSAT'S WEB SITE FOR THE LIST OF INCLUSIONS)	OVERWEIGHT FEES, IF APPLICABLE	OVERSIZED FEES, IF APPLICABLE (159-292 CM)
CAMPING EQUIPMENT.	\$100.00	\$100.00
FISHING EQUIPMENT.	\$100.00	\$100.00
HUNTING EQUIPMENT.	\$100.00	\$100.00
DIVING EQUIPMENT.	\$100.00	\$100.00
GOLF EQUIPMENT.	\$100.00	NON-APPLICABLE
KITEBOARD.	\$100.00	NON-APPLICABLE
SKIS EQUIPMENT.	\$100.00	NON-APPLICABLE
HOCKEY EQUIPMENT.	\$100.00	NON-APPLICABLE
ANY OTHER EQUIPMENT.	\$100.00	\$100.00

**EQUIPMENT WITH FIXED COSTS:**

BICYCLES: FIXED COSTS OF \$50.00 ARE APPLICABLE PER FLIGHT SEGMENT IF PREPAID OR \$75.00 IF PURCHASED AT THE AIRPORT PRIOR TO DEPARTURE. MAXIMUM OF 32KG. A PRE-BOOKING IS REQUIRED PRIOR TO DEPARTURE.

WINDSURFING BOARD AND SURFBOARD, MAXIMUM OF 3,65 METRES (12 FEET) LONG, 1 MAST, 1 SAIL, 1 BOARD AND 1 HELMET; OR PADDLEBOARD: FIXED COSTS OF \$100.00 ARE APPLICABLE PER FLIGHT SEGMENT IF PREPAID OR \$115.00 IF PURCHASED AT THE AIRPORT PRIOR TO DEPARTURE. MAXIMUM OF 32KG. A PRE-BOOKING IS REQUIRED PRIOR TO DEPARTURE.

**EQUIPMENT NOT ACCEPTED:**

CANOE AND KAYAKS, AS WELL AS MOTORIZED EQUIPMENT ARE NOT ACCEPTED AT THE CHECK-IN COUNTER. CONTACT THE CARRIER'S CARGO SERVICE.

FOR INFORMATION ON INDIVIDUAL BAGGAGE OVER 32 KG (70 LBS), CONTACT THE CARRIER'S CARGO SERVICE.

ALL OTHER SPORTING EQUIPMENT IS SUBJECT TO STANDARD EXCESS BAGGAGE FEES.

(E) FOR ALL PASSENGERS: ANY CHECKED BAG BETWEEN 24-32 KGS IS OVERWEIGHT AND PAYABLE AT \$100.00 CAD IN ADDITIONAL TO ANY APPLICABLE PER PIECE FEES. ANY CHECKED BAG



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BETWEEN 159-292 CM IS OVERSIZED AND PAYABLE AT \$100.00 CAD IN ADDITIONAL TO ANY APPLICABLE PER PIECE FEES. ALL ITEMS OF SPORTING EQUIPMENT ARE CONSIDERED AS CHECKED BAGGAGE AND CHARGED PER PIECE EXCEPT AS NOTED. PRICES AND WEIGHTS INDICATED ARE VALID PER FLIGHT SEGMENT. APPLICABLE TAXES ARE NOT INCLUDED. IN AIRPORTS OUTSIDE OF CANADA, PRICES MAY VARY AND WILL BE CHARGED IN THE CURRENCY OF THE DEPARTURE CITY. A PIECE OF CHECKED BAGGAGE SHALL NOT EXCEED THE OVERSIZE MAXIMUM OF 292 CM LINEAR DIMENSIONS (L+W+H) AND/OR THE MAXIMUM OVERWEIGHT OF 32 KGS, OTHERWISE THE BAGGAGE SHALL BE SHIPPED AS CARGO AND CARGO CHARGES SHALL APPLY. IN ADDITION TO THE BAGGAGE ALLOWANCE, ONE OF THE FOLLOWING ARTICLES OF BAGGAGE MAY BE CARRIED WITHOUT ADDITIONAL CHARGE.

- (5) BAGGAGE (EQUIVALENT TO HAND LUGGAGE) THE DIMENSIONS OF WHICH DO NOT EXCEED 23 CM X 40 CM X 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.
- (6) ARTICLES OF BAGGAGE OR GOODS WILL NOT BE CARRIED WHEN SUCH ARTICLES ARE LIKELY TO ENDANGER THE AIRCRAFT, PERSON OR PROPERTY, ARE LIKELY TO BE DAMAGED BY AIR CARRIAGE, ARE UNSUITABLY TAGGED OR PACKED, OR THE CARRIAGE OF WHICH WOULD VIOLATE THE LAWS, REGULATIONS, OR ORDERS OF COUNTRIES TO BE FLOWN FROM, INTO, OR OVER.
- (7) IF THE WEIGHT, SIZE OR CHARACTER RENDERS IT UNSUITABLE FOR CARRIAGE ON THE AIRCRAFT, THE CARRIER, PRIOR TO DEPARTURE OF THE FLIGHT, WILL REFUSE TO CARRY THE PASSENGER'S BAGGAGE OR GOODS OR ANY PART THEREOF. THE FOLLOWING ARTICLES WILL BE CARRIED ONLY WITH PRIOR CONSENT OF THE CARRIER:
  - (A) FIREARMS OF ANY DESCRIPTION - FIREARMS FOR SPORT PURPOSES WILL BE CARRIED AS BAGGAGE PROVIDED REQUIRED ENTRY PERMITS ARE IN THE POSSESSION OF THE PASSENGER FOR THE COUNTRY OF DESTINATION AND PROVIDED THAT SUCH FIREARMS ARE DISASSEMBLED OR PACKED IN A SUITABLE CASE. THE PROVISIONS OF THIS PARAGRAPH DO NOT APPLY TO LAW ENFORCEMENT OFFICERS TRAVELING IN THE LINE OF DUTY AND CARRYING LEGALLY PRESCRIBED SIDE ARMS OR OTHER SIMILAR WEAPONS.
  - (B) EXPLOSIVES, AMMUNITION, CORROSIVES, FLAMMABLES, OR OTHERWISE DANGEROUS MATERIAL;
  - (C) ANY SHARP OR POINTED ARTICLE SUCH AS KNIFE, SCISSORS, NAIL FASTENERS, OR ANYTHING THAT COULD BE USED AS A WEAPON;

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- (D) ELECTRONIC OR MOTORIZED EQUIPMENT;
  - (E) OBJECTS OF ART;
  - (F) LIVE ANIMALS;
  - (G) PERISHABLE ITEMS.
- (B) MUSICAL INSTRUMENTS  
THE CARRIER DOES NOT ALLOW THE PURCHASE OF ADDITIONAL SEATS FOR THE PURPOSE OF CARRYING A MUSICAL INSTRUMENT. MUSICAL INSTRUMENTS NOT EXCEEDING A WEIGHT OF 10 KG (22 LBS) AND A DIMENSION OF 23 X 40 X 51 CM (9 X 16 X 20 IN) (INCLUDING WHEELS AND HANDLES) ARE ACCEPTED IN THE CABIN AS A CARRY-ON. SUCH A MUSICAL INSTRUMENT IN THE CABIN REPLACES THE CARRY-ON BAGGAGE ALLOWED. ALL INSTRUMENTS IN THE CABIN MUST BE STOWED IN THE OVERHEAD BIN OR UNDER THE SEAT. INSTRUMENTS EXCEEDING THIS SIZE OR WEIGHT WILL HAVE TO BE CHECK-IN. IF THE MUSICAL INSTRUMENTS EXCEEDS THE QUANTITY/DIMENSIONS/WEIGHT OF THE CARRY-ON BAGGAGE ALLOWANCE AND WEIGHS LESS THAN 32 KG (70 LBS), IT WILL BECOME PART OF YOUR CHECKED BAGGAGE ALLOWANCE, WHICH WHEN EXCEEDED IS SUBJECT TO ANY APPLICABLE EXCESS BAGGAGE CHARGES. TO PREVENT ANY DAMAGE, WE ADVISE STORING THE MUSICAL INSTRUMENT IN A PROTECTIVE HARD CASE. FOR INFORMATION ON INDIVIDUAL PIECES OF BAGGAGE EXCEEDING 32 KG (70 LBS) IN WEIGHT, CONTACT THE CARRIER'S CARGO DEPARTMENT.
- (C) CARGO  
CARRIER'S ACCEPTANCE OF CARGO ONBOARD ANY FLIGHT, SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS:
- (1) THE CARRIER SHALL HAVE THE RIGHT, BUT NOT OBLIGATION, TO MAKE SUCH INSPECTIONS OF CARGO AS IT DEEMS NECESSARY OR APPROPRIATE, WITH OR WITHOUT 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.
  - (2) THE CARRIER SHALL NOT BE LIABLE FOR ANY DAMAGE TO ANY CARGO RESULTING FROM EXPOSURE TO ELECTRO-MAGNETIC X-RAY OR FLUOROSCOPIC METAL OR OTHER DETECTING DEVICES AS A RESULT OF ANY SUCH INSPECTIONS.
  - (3) ALL CARGO PRESENTED FOR CARRIAGE SHALL BE CRATED OR OTHERWISE SUITABLY ENCLOSED AND BE OF WEIGHT, SIZE AND CHARACTER THAT IS SUITABLE FOR CARRIAGE ON THE AIRCRAFT.
  - (4) CARRIAGE OF ANIMALS: ONLY DOMESTIC CATS AND DOGS ARE ACCEPTED FOR CARRIAGE. ALL OTHER ANIMALS, EXCEPT CERTIFIED SERVICE ANIMALS, ARE NOT ACCEPTED ON THE CARRIER'S FLIGHTS. PASSENGERS MUST BE OF AT LEAST SIXTEEN (16) YEARS OF AGE, AND BE IN POSSESSION OF ALL ANIMAL-RELATED HEALTH AND VACCINATION DOCUMENTS REQUIRED BY THE COUNTRY OF DESTINATION. MUST NOT TRAVEL ON A CONNECTING FLIGHT. THE FOLLOWING CONDITIONS WILL APPLY:
    - (A) A FEE OF CAD \$150.00 FOR ALL SEGMENTS, IF PREPAID, OR \$175.00 IF PURCHASED AT THE AIRPORT PRIOR TO DEPARTURE WILL BE CHARGED FOR CARRIAGE OF ANIMALS IN THE CARGO HOLD.

- (B) ANIMAL MUST TRAVEL IN A CAGE SUPPLIED BY THE PASSENGER WITH THE NAME OF THE ANIMAL WRITTEN ON IT.
- (C) ANIMAL MUST BE IN AN IATA APPROVED CAGE FOR AIR TRANSPORTATION. PLAIN RIGID PLASTIC IS MANDATORY. CAGE OF THE WIRE-KIND OR ANY OTHER MATERIAL WILL NOT BE ACCEPTED (DOOR CAN BE OF WIRE-KIND).
- (D) CAGE MUST BE BIG ENOUGH FOR THE ANIMAL(S) TO STAND-UP, TURN-AROUND AND LIE DOWN ACCORDING TO NUMBER OF ANIMALS INSIDE.
- (E) ONLY ONE (1) ANIMAL PER CAGE IS ACCEPTED, AND NO ANIMAL UNDER 12 WEEKS OF AGE MAY TRAVEL ALONE. EXCEPTIONS TO THIS ARE AS FOLLOWS:  
DOGS AND CATS: A MOTHER WITH PUPPIES OR A MOTHER WITH KITTENS BETWEEN 6-12 WEEKS OLD, OR, UP TO 3 PUPPIES OR KITTENS FROM THE SAME LITTER BETWEEN 8 WEEKS TO 6 MONTHS. THE CAGE MUST ALWAYS BE BIG ENOUGH TO ACCOMMODATE ALL THE ANIMALS.
- (F) ANIMALS THAT APPEAR AGGRESSIVE, UNRULY, ILL OR IN DISTRESS MAY BE DENIED TRANSPORT.  
FOR CARRIAGE IN THE CABIN:
  - (I) A FEE OF CAD \$50.00 PER FLIGHT SEGMENT, IF PREPAID, OR \$75.00 IF PURCHASED AT THE AIRPORT PRIOR TO DEPARTURE WILL BE CHARGED FOR CARRIAGE OF ANIMAL IN THE CABIN.
  - (II) ANIMAL MUST BE AT LEAST 12 WEEKS OLD AND FULLY WEANED.
  - (III) ANIMAL MUST TRAVEL IN AN APPROVED FOR AIR TRANSPORTATION LEAK-PROOF, SOFT-SIDED AND WELL VENTILATED CARRIER SUPPLIED BY THE PASSENGER.
  - (IV) CARRIER MUST BE BIG ENOUGH TO ALLOW THE ANIMAL TO STAND, TURN OR LAY DOWN SAFELY AND COMFORTABLY.
  - (V) THE ANIMAL MUST REMAIN IN THE CARRIER FOR THE ENTIRE DURATION OF THE FLIGHT AND NO PART OF THE ANIMAL MAY EXTEND OUTSIDE OF THE CARRIER.
  - (VI) THE CARRIER MUST FIT AND REMAIN UNDER THE SEAT IN FRONT OF THE PASSENGER.
  - (VII) PASSENGER MAY BE REQUIRED TO RELOCATE THEIR SEAT IN THE CABIN IF THERE IS AN ALLERGIC PASSENGER ON BOARD ALLOWING A MINIMUM OF 5 ROW SEPARATION.
  - (VIII) THE WEIGHT OF THE ANIMAL, INCLUDING THE CARRIER, CANNOT EXCEED 10 KILOGRAMS AND THE SIZE OF THE CONTAINER MUST BE A MAXIMUM OF 55 X 35 X 35CM.
  - (IX) THE PET CARRIER COUNTS AS ONE ITEM AS PER THE CARRY-ON ALLOWANCE.
  - (X) PASSENGER CANNOT BE SEATED IN EXIT OR BULKHEAD SEATS OR IN CLUB CLASS.
  - (XI) PASSENGER CANNOT TRANSPORT AN ANIMAL IN ADDITION TO MEDICAL EQUIPMENT THAT MUST ALSO BE STOWED UNDER THE SEAT IN FRONT OF THE PASSENGER.

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- (XII) ANIMAL THAT APPEARS AGGRESSIVE, UNRULY, ILL OR IN DISTRESS MAY BE DENIED FOR TRANSPORT.
- (XIII) A MAXIMUM OF ONE (1) ANIMAL PER PASSENGER IS ACCEPTED.
- NOTE: NO ANIMALS, EXCEPT SERVICE ANIMALS IN ACCORDANCE WITH PARAGRAPH (B)(4), ARE ALLOWED ON FLIGHTS OR THROUGH HAWAII.
- (5) PERISHABLE GOODS SHALL BE PROPERLY PACKED BY THE SHIPPER TO PREVENT DAMAGE OR DETERIORATION IN FLIGHT. THE CARRIER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, DETERIORATION OR DESTRUCTION OF PERISHABLE GOODS REGARDLESS OF ITS CAUSE, INCLUDING LOSS, DAMAGE, DETERIORATION OR DESTRUCTION RESULTING FROM DELAY IN DEPARTURE OR EN ROUTE UNLESS DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CARRIER.
- (6) NON-ACCEPTANCE BY CONSIGNEE - WHERE ANY GOODS ARE REFUSED BY THE CONSIGNEE, OR EFFECTIVE ARRANGEMENTS HAVE NOT BEEN MADE BY THE SHIPPER FOR THE CONSIGNEE TO ACCEPT GOODS AT THE DESTINATION, OR WHERE INSTRUCTIONS FOR DISPOSAL CANNOT BE OBTAINED FROM THE SHIPPER OR CONSIGNEE, OR WHERE THERE IS A DANGER THAT THE GOODS SHALL BECOME WORTHLESS BECAUSE OF DELAY IN TRANSIT OR DELIVERY OR NON-DELIVERY, THE CARRIER SHALL WITHOUT PRIOR NOTICE, DISPOSE OF THE GOODS UPON SUCH TERMS AS SHALL APPEAR FIT AND PROPER TO THE CARRIER FROM AND AGAINST ANY AND ALL COSTS OF DISPOSAL, DELIVERY OR STORAGE THEREOF.
- (7) REFUSAL OF CARRIAGE - THE CARRIER SHALL REFUSE TO CARRY OR SHALL REMOVE EN ROUTE ANY CARGO WHEN:
- (A) SUCH CARGO:
- MAY ENDANGER THE SAFETY OF THE AIRCRAFT, CREW, OTHER CARGO, PASSENGERS OR BAGGAGE;
  - IS SHIPPED CONTRARY TO ANY APPLICABLE LAWS, REGULATIONS OR ORDERS OF ANY PLACE TO BE FLOWN FROM, INTO OR OVER;
  - IS LIABLE TO CAUSE DAMAGE TO THE AIRCRAFT OR TO BAGGAGE OR OTHER CARGO, OR INJURY TO PERSONS ONBOARD THE AIRCRAFT;
  - IS LIKELY TO BE DAMAGED BY AIR CARRIAGE;
  - IS IMPROPERLY PACKED OR OTHERWISE DEFECTIVE.
- (B) THE WEIGHT, SIZE OR CHARACTER OF THE CARGO IS UNSUITABLE FOR CARRIAGE ON THE AIRCRAFT.
- (8) RESTRICTED ARTICLES
- (A) 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.
- (B) THE SHIPPER SHALL COMPLY WITH ALL APPLICABLE REGULATIONS GOVERNING THE CARRIAGE OF SUCH RESTRICTED ARTICLES.

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## 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.

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## 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. IN THE CARRIAGE OF BAGGAGE, THE LIABILITY OF THE CARRIER IN THE CASE OF DESTRUCTION, LOSS, DAMAGE OR DELAY IS LIMITED TO 1288 SPECIAL DRAWING RIGHTS FOR EACH PASSENGER (APPROXIMATELY \$1,783 USD OR \$2,319 CAD VARIES DEPENDING ON RATE OF THE DAY) UNLESS THE PASSENGER HAS MADE, AT THE TIME WHEN THE CHECKED BAGGAGE WAS HANDED OVER TO THE CARRIER, A 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 CARRIER AS CHECKED BAGGAGE, THE WEIGHT TO BE TAKEN INTO CONSIDERATION IN DETERMINING THE AMOUNT TO WHICH THE CARRIER'S LIABILITY IS LIMITED SHALL BE ONLY THE TOTAL WEIGHT OF THE PROPERTY LOST, DAMAGED OR DELAYED. NEVERTHELESS, WHEN THE LOSS DAMAGE OR DELAY OF A PART OF THE PROPERTY AFFECTS THE VALUE OF OTHER PROPERTY COVERED BY THE SAME BAGGAGE CHECK, THE TOTAL WEIGHT OF THE PROPERTY COVERED BY THE BAGGAGE CHECK SHALL BE TAKEN INTO CONSIDERATION IN DETERMINING THE LIMIT OF LIABILITY.

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

- (A) CONVERTING FRANCS INTO SPECIAL DRAWING RIGHTS AT THE RATE OF ONE SPECIAL DRAWING RIGHT FOR 15.075 FRANCS; AND
- (B) CONVERTING SDRS INTO CANADIAN DOLLARS AT THE RATE ESTABLISHED BY THE INTERNATIONAL MONETARY FUND.

THE RATE OF EXCHANGE FOR CONVERTING SDRS INTO CANADIAN

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DOLLARS SHALL BE THE RATE PREVAILING ON THE DATE ON WHICH THE AMOUNT OF ANY DAMAGE TO BE PAID BY THE CARRIER IS ASCERTAINED BY A COURT OR, IN THE EVENT A SETTLEMENT IS AGREED BETWEEN THE CARRIER AND CLAIMANT, ON THE DATE SETTLEMENT IS AGREED.

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

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

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

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.

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

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IRREGULARITY REPORT) AS SOON AS THE FAILURE TO DELIVER  
CHECKED BAGGAGE AT THE AIRPORT OF DESTINATION IS  
ASCERTAINED. FAILURE TO DO SO WILL RESULT IN DENIED  
COMPENSATION IN THE EVENT THE BAGGAGE IN QUESTION IS  
DECLARED LOST AFTER A 30 DAYS SEARCH.



## Rule 10 Travel Documents

- (A) TICKETS
- (1) NO PERSON SHALL BE ENTITLED TO CARRIAGE EXCEPT UPON PRESENTATION OF A VALID TICKET.
  - (2) TICKETS ARE NOT TRANSFERABLE AND THE CARRIER SHALL NOT BE REQUIRED TO HONOUR ANY TICKET OR PROVIDE ANY TRANSPORTATION WHERE SUCH TICKET IS PRESENTED BY SOMEONE OTHER THAN THE PERSON ENTITLED TO BE TRANSPORTED THEREUNDER.
- (B) VALIDITY OF TICKET  
TICKETS ARE VALID FOR CARRIAGE ONLY ON THE FLIGHTS AND DATES SHOWN THEREON AND ARE NOT REFUNDABLE BY THE CARRIER TO THE PASSENGER, EXCEPT AS PROVIDED BY APPLICABLE FARE CONDITIONS.
- (C) AIR WAYBILLS  
CARGO SHALL BE RECEIVED ONBOARD ANY FLIGHT ONLY UPON 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.
- (D) BAGGAGE CHECKS  
CARRIER SHALL RECEIVE BAGGAGE ONBOARD ANY FLIGHT ONLY UPON A BAGGAGE CHECK FOR THE FLIGHT HAVING BEEN PRESENTED FOR CARRIAGE AND UPON A BAGGAGE CHECK FOR THE 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.
- (E) PASSPORTS AND VISAS - RESPONSIBILITY OF PASSENGER
- (1) EACH PASSENGER DESIRING TRANSPORTATION ACROSS ANY INTERNATIONAL BOUNDARY SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAVEL DOCUMENTS AND FOR COMPLYING WITH THE LAWS OF EACH COUNTRY FROM, THROUGH OR TO WHICH HE DESIRES TRANSPORTATION, AND 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

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- CARRIER SHALL NOT BE LIABLE FOR ANY AID OR INFORMATION GIVEN BY ANY AGENT OR EMPLOYEE OF THE CARRIER TO ANY PASSENGER IN CONNECTION WITH OBTAINING SUCH DOCUMENTS OR COMPLYING WITH SUCH LAWS, WHETHER GIVEN ORALLY OR IN WRITING OR OTHERWISE; OR FOR THE CONSEQUENCES TO ANY PASSENGER RESULTING FROM HIS FAILURE TO OBTAIN SUCH DOCUMENTS OR TO COMPLY WITH SUCH LAWS.
- (2) THE CARRIER MAY REFUSE TO CARRY ANY PASSENGER WHO DOES NOT POSSESS REQUIRED TRAVEL DOCUMENTATION. IN THE EVENT THAT AN ORDER IS ISSUED BY A COMPETENT AUTHORITY FOR THE DEPORTATION OR REJECTION OF ANY PASSENGER ON ANY FLIGHT, THE PASSENGER SHALL INDEMNIFY AND HOLD HARMLESS THE CARRIER FROM AND AGAINST ANY AND ALL COSTS, CHARGES AND EXPENSES, INCLUDING TRANSPORTATION EXPENSES OR FINES IMPOSED OR INCURRED AS A RESULT OF SUCH AN ORDER. ANY INFORMATION GIVEN BY THE CARRIER TO A SCHEDULED USER, PASSENGER OR SHIPPER RELATING TO IMMIGRATION, CUSTOMS OR HEALTH REQUIREMENTS SHALL BE GIVEN WITHOUT ANY REPRESENTATION AS TO ITS ACCURACY AND THE CARRIER SHALL NOT BE LIABLE FOR ANY DAMAGES OR INCONVENIENCE SUFFERED BY A SCHEDULED USER OR ANY PASSENGER AND/OR SHIPPER AS A RESULT OF ITS OR THEIR RELIANCE THEREON.
- (3) SUBJECT TO APPLICABLE LAWS AND REGULATIONS, THE PASSENGER SHALL PAY THE APPLICABLE FARE WHENEVER THE CARRIER, ON GOVERNMENT ORDER, IS REQUIRED TO RETURN A PASSENGER TO HIS POINT OF ORIGIN OR ELSEWHERE DUE TO THE PASSENGER'S INADMISSIBILITY INTO OR DEPORTATION FROM A COUNTRY, WHETHER OF TRANSIT OR OF DESTINATION. THE FARE APPLICABLE WILL BE THE FARE THAT WOULD HAVE BEEN APPLICABLE HAD THE ORIGINAL TICKET DESIGNATED THE REVISED DESTINATION ON THE NEW TICKET. ANY DIFFERENCE BETWEEN THE FARE SO APPLICABLE AND THE FARE PAID BY THE PASSENGER WILL BE COLLECTED FROM OR REFUNDED TO THE PASSENGER AS THE CASE MAY BE. THE CARRIER WILL APPLY TO THE PAYMENT OF SUCH FARES ANY FUNDS PAID BY THE PASSENGER TO THE CARRIER FOR UNUSED CARRIAGE, OR ANY FUNDS PAID OF THE PASSENGER IN POSSESSION OF THE CARRIER. THE FARE COLLECTED FOR CARRIAGE TO THE POINT OF REFUSAL OR DEPORTATION WILL NOT BE REFUNDED BY THE CARRIER UNLESS THE LAW OF SUCH COUNTRY REQUIRES THAT SUCH FARE BE REFUNDED.

## 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) 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. EXCEPT FOR EMERGENCY EXIT ROW SEATS, LEGROOM AND TWO-BY-TWO, A SEAT PRE-SELECTION CHARGE OF CAD/USD \$27.00 PER PASSENGER PER SEGMENT IS APPLICABLE FOR ALL FLIGHTS BETWEEN CANADA AND THE UNITED STATES OF AMERICA. FOR SEATS WITH MORE LEGROOM, A CHARGE OF CAD/USD \$67.00 PER FLIGHT SEGMENT WILL APPLY.  
FOR TWO-BY-TWO SEATS AND FRONT OF CABIN SEATS, A CHARGE OF CAD/USD \$45.00 PER FLIGHT SEGMENT WILL APPLY.  
THE CARRIER WILL MAKE REASONABLE EFFORTS TO ENSURE THAT PARENTS/GUARDIANS TRAVELLING WITH CHILDREN UNDER 14 YEARS OF AGE ARE SEATED TOGETHER. IN ORDER TO ACCOMMODATE PARENTS/GUARDIANS TRAVELLING WITH CHILDREN UNDER 14 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 14 YEARS OF AGE ONCE BOARDING IS COMPLETE. WHERE PARENTS/GUARDIANS CHOOSE TO RESERVE

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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. THE ABOVE FEES ARE NON-REFUNDABLE PRIOR TO DEPARTURE BUT 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.

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## 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 REFUSED TO TRANSPORT THE PASSENGER FOR ANY OF THE REASONS STATED ABOVE, EVEN IF A RESERVATION WAS CONFIRMED, THE RESERVATION MAY NOT BE ACCEPTED FOR THE FLIGHT SPECIFIED. SUBJECT TO APPLICABLE FARE RULES AND CONDITIONS, NO REFUND WILL BE DUE. CANCELLATION WILL APPLY TO ALL SEGMENTS IN THE ITINERARY.

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## 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) FARES CHANGES  
THE CARRIER MAY CHANGE ITS FARES FROM TIME TO TIME AT ITS SOLE DISCRETION. NOTWITHSTANDING, THE DIFFERENCE IN FARES RESULTING FROM AN INCREASE (OTHER THAN AN APPROVED SURCHARGE) WHICH TOOK EFFECT FURTHER TO THE DATE OF TICKET ISSUANCE SHALL NOT BE DUE OR SUBJECT TO ANY SUBSEQUENT COLLECTION BY THE CARRIER.
- (D) CONNECTING FLIGHTS  
WHEN AN AREA IS SERVED BY MORE THAN ONE AIRPORT AND A PASSENGER ARRIVES AT ONE AIRPORT AND DEPARTS FROM ANOTHER AIRPORT, TRANSPORTATION BETWEEN THOSE AIRPORTS MUST BE ARRANGED BY AND AT THE EXPENSE OF THE PASSENGER.
- (E) STOPOVER
- (1) A STOPOVER MEANS A DELIBERATE INTERRUPTION OF A JOURNEY BY THE PASSENGER, AGREED TO IN ADVANCE BY THE CARRIER, AT A POINT BETWEEN THE PLACE OF DEPARTURE AND THE PLACE OF DESTINATION.
  - (2) IN NO EVENT WILL A STOPOVER OCCUR WHEN THE PASSENGER DEPARTS FROM THE INTERMEDIATE CITY ON A FLIGHT SCHEDULED TO DEPART WITHIN 4 HOURS AFTER THE PASSENGER'S ARRIVAL.
- (F) ROUTING  
A FARE APPLIES ONLY TO:
- (1) TRANSPORTATION VIA THE ROUTING SPECIFIED BY THE CARRIER IN REFERENCE TO THAT FARE. ANY OTHER ROUTING MAY SUBJECT THE PASSENGER TO AN ADDITIONAL CHARGE.
  - (2) TRANSPORTATION BETWEEN THE AIRPORTS. TICKETS MAY NOT BE ISSUED OR ACCEPTED FOR TRANSPORTATION THAT WILL EITHER ORIGINATE OR TERMINATE AT AN AIRPORT OTHER THAN THE AIRPORT FOR WHICH THE FARES ARE PUBLISHED.
- (G) INFANTS  
A MAXIMUM OF ONE INFANT UNDER 2 YEARS OF AGE 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  
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.

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(I) CHILD RESTRAINT DEVICE

- (1) AN ADULT TRAVELING WITH AN INFANT MAY RESERVE AN ADJACENT SEAT FOR THE PURPOSE OF THE INSTALLATION OF AN APPROVED INFANT RESTRAINT DEVICE AS DESCRIBED BELOW.
- (2) THE INFANT MUST BE PROPERLY SECURED IN AN INFANT RESTRAINT DEVICE WHICH WAS MANUFACTURE 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: AM SAFE C.A.R.E.S. CHILD RESTRAINT SYSTEM FOR CHILDREN BETWEEN 1 AND 4 YEARS OLD, WEIGHING BETWEEN 10-20 KILOGRAMS AND WHOSE HEIGHT IS 100 CM OR LESS.
- (3) INSTRUCTIONS FOR THE PROPER USE OF THE DEVICE AND ITS WEIGHT AND STATURE CAPACITIES MUST ALSO BE PROMINENTLY DISPLAYED ON THE DEVICE. USE OF THE DEVICE MAY BE PROHIBITED IF IN THE OPINION OF CARRIER PERSONNEL THE INFANT EXCEEDS THE PRESCRIBED CAPACITY LIMITS.
- (4) THE DEVICE SHALL AT ALL TIMES BE PROPERLY SECURED IN A SEAT ADJACENT TO AN ACCOMPANYING ADULT WHO IS FAMILIAR WITH THE PROPER METHOD OF RELEASING THE INFANT FROM THE DEVICE. THE DEVICE MAY NOT BE LOCATED AT AN EMERGENCY EXIT ROW OR IN ANY SEAT WHICH WOULD PREVENT ACCESS TO AN AISLE OR TO EMERGENCY OR SAFETY EQUIPMENT.
- (5) THE DEVICE MUST BE PROVIDED BY THE ADULT TRAVELLING WITH THE INFANT. THE CARRIER ASSUMES NO RESPONSIBILITY FOR THE PROVISION OF APPROVED INFANT RESTRAINT DEVICES DESCRIBED ABOVE.
- (6) THE CHARGE FOR THE SEAT IN WHICH THE DEVICE IS LOCATED SHALL BE THE APPLICABLE CHILD'S FARE. RESERVATIONS FOR THE ADJACENT SEAT ARE REQUIRED AND MUST BE BOOKED IN THE SAME CLASS OF SERVICE AS THE RESERVATION FOR THE ACCOMPANYING ADULT.

(J) FEES AND CHARGES

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

- (1) NAV CANADA AIR TRAFFIC CONTROL (ATC) .INTENTIONALLY LEFT BLANK.
- (2) INTERNATIONAL SURCHARGE  
FOR SALES AND/OR TICKETS ISSUED AND ON/AFTER 24FEB2015 TS WILL COLLECT AN INTERNATIONAL SURCHARGE, IN ADDITION TO THE AIRFARE, IN THE AMOUNT OF CAD/USD 102.50 PER PASSENGER PER SEGMENT (OR ITS EQUIVALENT IN LOCAL CURRENCY) PER TS FLIGHT COUPON ON TS STOCK. THE CODE YQ WILL BE USED. THE CHARGE APPLIES ON DEPARTURE. THE YQ IS CHARGED AT THE TIME OF TICKET ISSUANCE AND SHOWN IN THE TICKET TAX/FEE/CHARGES BOX. IT IS NOT COMMISSIONABLE. THE YQ FUEL SURCHARGE APPLIES TO ALL PASSENGERS IN ALL FLIGHT CLASSES ON ALL FARE TYPE (INCLUDING INFANTS/CHILDREN). IT IS NOT REFUNDABLE.

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## 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 LOCATIONS. ANY SUCH SERVICES ARE PERFORMED BY INDEPENDENT CONTRACTORS WHO ARE NOT AND SHALL NOT BE DEEMED TO BE AGENTS OR EMPLOYEES OF THE CARRIER. THE CARRIER SHALL NOT BE LIABLE FOR ACTS OR OMISSIONS OF SUCH INDEPENDENT CONTRACTORS, WHETHER OR NOT SUCH GROUND TRANSPORTATION WAS ARRANGED FOR BY AN EMPLOYEE, AGENT OR REPRESENTATIVE OF THE CARRIER. GROUND TRANSPORTATION COSTS SHALL BE PAYABLE BY THE SCHEDULED USER.



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#### 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

(1) THE REFUND WILL BE AN AMOUNT EQUAL TO THE FARE AND CHARGES PAID FOR SUCH NEW PORTION PURCHASED, LESS ANY CARRIER COMPENSATION FEE FOR CHANGES, IF APPLICABLE, AND LESS THE SERVICE CHARGE SPECIFIED IN (3) BELOW.

(2) APPLICATION FOR REFUND OF A LOST TICKET OR PORTION MUST BE MADE TO THE GENERAL OFFICES OF THE CARRIER FOR SUCH REFUNDS NOT LATER THAN ONE MONTH AFTER THE EXPIRATION DATE OF THE LOST TICKET ALONG WITH DETAILS OF THE PURCHASE AND PROOF OF PURCHASE OF NEW TICKET SUCH AS RECEIPT OF THE TRANSACTION.

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

(C) SERVICE CHARGE

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

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## Rule 17 Denied Boarding Compensation Part I (Subject To Rule 21)

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

### (A) DEFINITIONS

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

- (1) AIRPORT MEANS THE AIRPORT AT WHICH THE DIRECT OR CONNECTING FLIGHT, ON WHICH THE PASSENGER HOLDS CONFIRMED RESERVED SPACE, IS PLANNED TO ARRIVE OR SOME OTHER AIRPORT SERVING THE SAME METROPOLITAN AREA, PROVIDED THAT TRANSPORTATION TO THE OTHER AIRPORT IS ACCEPTED (I.E., USED) BY THE PASSENGER.
- (2) ALTERNATE TRANSPORTATION IS AIR TRANSPORTATION WITH A CONFIRMED RESERVATION AT NO ADDITIONAL CHARGE (BY ANY SCHEDULED AIRLINE LICENSED BY THE D.O.T.) OR OTHER TRANSPORTATION ACCEPTED AND USED BY THE PASSENGER IN THE CASE OF DENIED BOARDING.
- (3) CARRIER MEANS (A) A DIRECT AIR CARRIER, EXCEPT A HELICOPTER OPERATOR, HOLDING A CERTIFICATE ISSUED BY THE DEPARTMENT OF TRANSPORTATION PURSUANT TO 49 U.S.C. 4410 OR HAS BEEN FOUND FIT TO CONDUCT COMMUTER OPERATIONS UNDER 29 U.S.C. 41738 OR AN EXEMPTION FROM 49 U.S.C. 41102, AUTHORIZING THE SCHEDULED TRANSPORTATION OF PERSONS; OR (B) A FOREIGN AIR CARRIER HOLDING A PERMIT ISSUED BY THE DEPARTMENT PURSUANT TO 49 U.S.C. AND 41302, OR AN EXEMPTION FROM THAT PROVISION, AUTHORIZING THE SCHEDULED FOREIGN AIR TRANSPORTATION OF PERSONS.
- (4) CONFIRMED RESERVED SPACE MEANS SPACE ON A SPECIFIC DATE AND ON A SPECIFIC FLIGHT AND CLASS OF SERVICE OF A CARRIER WHICH HAS BEEN REQUESTED BY PASSENGER AND WHICH THE CARRIER OR ITS AGENT HAS VERIFIED, BY APPROPRIATE NOTATION ON THE TICKET OR IN ANY OTHER MANNER PROVIDED THEREFORE, BY THE CARRIER, AS BEING RESERVED FOR THE ACCOMMODATION OF THE PASSENGER.
- (5) SUM OF THE VALUES OF THE REMAINING FLIGHT COUPONS MEAN APPLICABLE ONE-WAY FARES OR 50 PERCENT OF THE APPLICABLE ROUND TRIP FARES, AS THE CASE MAY BE, INCLUDING ANY SURCHARGES AND AIR TRANSPORTATION TAXES, LESS ANY APPLICABLE DISCOUNTS.
- (6) THE VALUE OF THE FIRST REMAINING AND ALL REMAINING FLIGHT COUPONS SHALL BE THE SUM OF THE APPLICABLE ONE WAY FARES OR FIFTY PERCENT OF THE APPLICABLE ROUND TRIP FARES, AS THE CASE MAY BE, INCLUDING ANY SURCHARGES AND AIR TRANSPORTATION TAX, LESS ANY APPLICABLE DISCOUNT.
- (7) STOPOVER MEANS A DELIBERATE INTERRUPTION OF A JOURNEY BY THE PASSENGER, SCHEDULED TO EXCEED FOUR HOURS, AT A POINT BETWEEN THE PLACE OF DEPARTURE AND THE FINAL DESTINATION.

(B) REQUEST FOR VOLUNTEERS

THE CARRIER WILL REQUEST PASSENGERS WHO ARE WILLING TO DO SO, TO VOLUNTARILY RELINQUISH THEIR CONFIRMED RESERVED SPACE IN EXCHANGE FOR COMPENSATION IN AN AMOUNT TO BE DETERMINED BY THE CARRIER. IF A PERSON IS ASKED TO VOLUNTEER, THE CARRIER WILL NOT LATER DENY BOARDING TO THAT PASSENGER INVOLUNTARILY UNLESS THAT PASSENGER WAS INFORMED AT THE TIME HE WAS ASKED TO VOLUNTEER THAT THERE WAS A POSSIBILITY OF BEING DENIED BOARDING INVOLUNTARILY AND OF THE AMOUNT OF COMPENSATION TO WHICH HE WOULD HAVE BEEN ENTITLED IN THAT EVENT. THE REQUEST FOR VOLUNTEERS AND THE SELECTION OF SUCH PERSONS TO BE DENIED SPACE SHALL BE IN A MANNER DETERMINED SOLELY BY THE CARRIER.

NOTE: PASSENGERS WHO VOLUNTEER TO RELINQUISH THEIR CONFIRMED RESERVED SPACE WILL BE OFFERED COMPENSATION IN THE FORM OF A CHECK OR IS ACCEPTED BY THE PASSENGER, A CREDIT VALID FOR THE PURCHASE OF TRANSPORTATION ISSUED IN THE NAME OF THE PASSENGER WHO VOLUNTEERED AND VALID FOR 365 DAYS FROM THE DATE OF ISSUANCE. THE MISCELLANEOUS CHARGES ORDER/TICKET IS NONTRANSFERABLE, HAS NO REFUND VALUE, AND MAY BE VOLUNTARILY REROUTED AND REISSUED BY TS. THE VALUE OF THE MISCELLANEOUS CHARGES ORDER/TICKET WILL BE EQUAL TO THE VALUE OF THE COUPON(S) REMAINING TO ON-LINE OR INTERLINE DESTINATIONS OR NEXT STOPOVER POINT.

(C) BOARDING PRIORITIES

IF A FLIGHT IS OVERSOLD (MORE PASSENGERS HOLD CONFIRMED RESERVATIONS THAN THERE ARE SEATS AVAILABLE), NO ONE MAY BE DENIED BOARDING AGAINST HIS WILL UNTIL AIRLINE PERSONNEL FIRST ASK FOR VOLUNTEERS WHO WILL GIVE UP THEIR RESERVATIONS WILLINGLY, IN EXCHANGE FOR A PAYMENT OF THE AIRLINE'S CHOOSING. IF THERE ARE NOT ENOUGH VOLUNTEERS, OTHER PASSENGER MAY BE DENIED BOARDING INVOLUNTARILY, BEGINNING WITH THE LAST PASSENGER TO PRESENT THEMSELVES FOR CHECK-IN, EXCEPT PASSENGERS TRAVELLING DUE TO DEATH OR ILLNESS OR A MEMBER OF THE PASSENGER'S FAMILY, AGED PASSENGERS OR UNACCOMPANIED CHILDREN AND OTHER FOR WHOM, IN TS'S ASSESSMENT, FAILURE TO CARRY WOULD CAUSE SEVERE HARDSHIP.

(D) TRANSPORTATION FOR PASSENGERS DENIED BOARDING

WHEN THE CARRIER IS UNABLE TO PROVIDE PREVIOUSLY CONFIRMED SPACE THE CARRIER CAUSING THE PASSENGER TO BE DELAYED WILL PROVIDE TRANSPORTATION TO PERSONS WHO HAVE BEEN DENIED BOARDING, WHETHER VOLUNTARILY OR INVOLUNTARILY, IN ACCORDANCE WITH THE PROVISIONS BELOW:

- (1) THE CARRIER WILL TRANSPORT THE PASSENGER WITHOUT STOPOVER ON ITS NEXT FLIGHT ON WHICH SPACE IS AVAILABLE AT NO ADDITIONAL COST TO THE PASSENGER REGARDLESS OF CLASS OF SERVICE.
- (2) IF THE CARRIER CAUSING SUCH DELAY IS UNABLE TO PROVIDE ONWARD TRANSPORTATION ACCEPTABLE TO THE PASSENGER, ANY OTHER CARRIER OR COMBINATION OF CARRIERS, AT THE REQUEST OF THE PASSENGER, WILL TRANSPORT THE PASSENGER WITHOUT STOPOVER ON ITS (THEIR) NEXT FLIGHT(S) IN THE SAME CLASS OF

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SERVICE AS THE PASSENGER'S ORIGINAL OUTBOUND FLIGHT, OR IF SPACE IS AVAILABLE ON A FLIGHT(S) OF A DIFFERENT CLASS OF SERVICE ACCEPTABLE TO THE PASSENGER, SUCH FLIGHT(S) WILL BE USED WITHOUT STOPOVER AT NO ADDITIONAL COST TO THE PASSENGER ONLY IF IT (THEY) WILL PROVIDE AN EARLIER ARRIVAL AT THE PASSENGER'S DESTINATION, NEXT STOPOVER POINT, OR TRANSFER POINT.

- (E) COMPENSATION FOR INVOLUNTARY DENIED BOARDING IN ADDITION TO PROVIDING TRANSPORTATION AS DESCRIBED IN PARAGRAPH (D) ABOVE, WHEN THE PASSENGER WHO IS DELAYED HAS NOT VOLUNTARILY RELINQUISHED CONFIRMED RESERVED SPACE IN ACCORDANCE WITH PROVISIONS IN PARAGRAPH (D) ABOVE, THE CARRIER CAUSING THE DELAY WILL COMPENSATE THE DELAYED PASSENGER FOR THE CARRIER'S FAILURE TO PROVIDE CONFIRMED SPACE. COMPENSATION WILL BE MADE IN ACCORDANCE WITH THE PROVISIONS BELOW:

(1) CONDITIONS FOR PAYMENT

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

(B) THE FLIGHT FOR WHICH THE PASSENGER HOLDS CONFIRMED SPACE MUST BE UNABLE TO ACCOMMODATE THE PASSENGER AND DEPARTS WITHOUT HIM/HER.

EXCEPTION 1: THE PASSENGER WILL NOT BE ELIGIBLE FOR COMPENSATION IF HE/SHE IS OFFERED ACCOMMODATIONS OR IS SEATED IN A SECTION OF THE AIRCRAFT OTHER THAN THAT SPECIFIED ON HIS/HER TICKET AT NO EXTRA CHARGE. IF A PASSENGER IS SEATED IN A SECTION FOR WHICH A LOWER FARE APPLIES THE PASSENGER SHALL BE ENTITLED TO AN APPROPRIATE REFUND.

EXCEPTION 2: THE PASSENGER WILL NOT BE ELIGIBLE FOR COMPENSATION IF HIS/HER RESERVATION HAS BEEN CANCELLED PURSUANT TO THE PROVISIONS OF THIS RULE REGARDING AIRPORT CHECK-IN TIME LIMITS.

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

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

COMPENSATION IF:

- (I) THE FLIGHT FOR WHICH THE PASSENGER HOLDS CONFIRMED RESERVED SPACE IS UNABLE TO ACCOMMODATE HIM/HER BECAUSE OF SUBSTITUTION OF EQUIPMENT OF LESSER CAPACITY WHEN REQUIRED BY OPERATIONAL OR SAFETY REASONS, OR
  - (II) THE CARRIER ARRANGES COMPARABLE AIR TRANSPORTATION, OR OTHER TRANSPORTATION USED BY THE PASSENGER AT NO EXTRA COST TO THE PASSENGER, THAT AT THE TIME SUCH ARRANGEMENTS ARE MADE IS PLANNED TO ARRIVE AT THE PASSENGER'S NEXT STOPOVER OR, IF NONE, FINAL DESTINATION WITHIN ONE HOUR AFTER THE SCHEDULED ARRIVAL TIME OF THE PASSENGER'S ORIGINAL FLIGHT OR FLIGHTS.
- (2) AMOUNT OF COMPENSATION
- SUBJECT TO THE PROVISIONS OF (E)(1) ABOVE, THE CARRIER WILL TENDER LIQUIDATED DAMAGES IN THE FORM OF A CHECK OR IS ACCEPTED BY THE PASSENGER, A CREDIT VALID FOR THE PURCHASE OF TRANSPORTATION IN THE AMOUNT OF 400 PERCENT OF THE FARE (INCLUDING ANY SURCHARGES AND AIR TRANSPORTATION TAXES) TO THE PASSENGER'S NEXT STOPOVER OR, IF NONE, TO HIS/HER DESTINATION, BUT NOT MORE THAN USD 1300.00. HOWEVER, THE COMPENSATION SHALL BE 200 PERCENT OF THE FARE, BUT NOT MORE THAN USD 650.00 IF THE CARRIER ARRANGES FOR ALTERNATE AIR TRANSPORTATION, OR OTHER TRANSPORTATION USED BY THE PASSENGER THAT, AT THE TIME EITHER SUCH ARRANGEMENT IS MADE, IS PLANNED TO ARRIVE AT THE AIRPORT OF THE PASSENGER'S NEXT STOPOVER, OR IF NONE, THE AIRPORT OF THE PASSENGER'S FINAL DESTINATION, MORE THAN ONE HOUR BUT NOT LATER THAN 4 HOURS AFTER THE TIME THE DIRECT OR CONNECTING FLIGHT FROM WHICH THE PASSENGER WAS DENIED BOARDING IS PLANNED TO ARRIVE IN.
- NOTE 1: IF THE OFFER OF COMPENSATION IS MADE BY THE CARRIER AND ACCEPTED BY THE PASSENGER, SUCH PAYMENT SHALL CONSTITUTE FULL COMPENSATION FOR ALL ACTUAL OR ANTICIPATORY DAMAGES INCURRED OR TO BE INCURRED BY THE PASSENGER AS A RESULT OF THE CARRIER'S FAILURE TO PROVIDE PASSENGER WITH CONFIRMED RESERVED SPACE.
- NOTE 2: SUBJECT TO THE PASSENGER'S APPROVAL, CARRIER WILL COMPENSATE THE PASSENGER WITH CREDIT VALID FOR THE PURCHASE OF TRANSPORTATION IN LIEU OF MONETARY

COMPENSATION. THE CREDIT ISSUED WILL BE FOR A VALUE EQUAL TO OR GREATER THAN THE MONETARY COMPENSATION. SUCH CREDIT WILL BE NON-TRANSFERABLE, NON-REFUNDABLE AND VALID FOR ONE YEAR FROM THE DATE OF ISSUED.

- (3) TIME OF OFFER OF COMPENSATION  
THE OFFER OF COMPENSATION WILL BE MADE BY THE CARRIER ON THE DAY AND THE PLACE WHERE THE FAILURE TO PROVIDE CONFIRMED RESERVED SPACE OCCURS, AND, IF ACCEPTED, WILL BE RECEIVED FOR BY THE PASSENGER. PROVIDED, HOWEVER, THAT WHEN THE CARRIER ARRANGES, FOR THE PASSENGER'S CONVENIENCE, ALTERNATE TRANSPORTATION THAT DEPARTS PRIOR TO THE TIME OF THE OFFER CAN BE MADE TO THE PASSENGER, COMPENSATION SHALL BE SENT WITHIN 24 HOURS AFTER THE TIME THE DENIED BOARDING OCCURS.

(F) NOTICE PROVIDED TO PASSENGERS

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

(1) COMPENSATION FOR DENIED BOARDING

IF YOU HAVE BEEN DENIED A RESERVED SEAT ON AIR TRANSAT, YOU ARE PROBABLY ENTITLED TO MONETARY COMPENSATION. THIS NOTICE EXPLAINS THE AIRLINE'S OBLIGATIONS AND THE PASSENGER'S RIGHTS IN THE CASE OF AN OVERSOLD FLIGHT, IN ACCORDANCE WITH REGULATIONS OF THE U.S. DEPARTMENT OF TRANSPORTATION.

(2) VOLUNTEERS AND BOARDING PRIORITIES

IF A FLIGHT IS OVERSOLD (MORE PASSENGERS HOLD CONFIRMED RESERVATIONS THAN THERE ARE SEATS AVAILABLE), NO ONE MAY BE DENIED BOARDING AGAINST HIS/HER WILL UNTIL AIRLINE PERSONNEL FIRST ASK FOR VOLUNTEERS WHO WILL GIVE UP THEIR RESERVATIONS WILLINGLY, IN EXCHANGE FOR PAYMENT OF THE AIRLINE'S CHOOSING. IF THERE ARE NOT ENOUGH VOLUNTEERS, OTHER PASSENGERS MAY BE DENIED BOARDING INVOLUNTARILY, IN ACCORDANCE WITH THE FOLLOWING BOARDING PRIORITY OF AIR TRANSAT. THE LAST PASSENGER TO ARRIVE AT THE TICKET LIFT POINT WILL BE FIRST TO BE DENIED BOARDING EXCEPT PASSENGERS TRAVELLING DUE TO DEATH OR ILLNESS OF MEMBER OF THE PASSENGERS, FAMILY, AGED PASSENGERS OR UNACCOMPANIED CHILDREN.

(3) COMPENSATION FOR INVOLUNTARY DENIED BOARDING

IF YOU ARE DENIED BOARDING INVOLUNTARILY, YOU ARE ENTITLED TO PAYMENT OF "DENIED BOARDING COMPENSATION" FROM THE AIRLINE UNLESS (1) YOU HAVE NOT FULLY COMPLIED WITH THE AIRLINE'S TICKETING, CHECK-IN AND RECONFIRMATION REQUIREMENTS, OR YOU ARE NOT ACCEPTABLE FOR TRANSPORTATION UNDER THE AIRLINE'S USUAL RULES AND PRACTICES; OR (2) YOU ARE DENIED BOARDING BECAUSE THE FLIGHT IS CANCELLED; OR (3) YOU ARE DENIED BOARDING BECAUSE A SMALLER CAPACITY AIRCRAFT WAS SUBSTITUTED FOR SAFETY OR OPERATIONAL REASONS; OR (4) YOU ARE OFFERED ACCOMMODATIONS IN A SECTION OF THE

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- AIRCRAFT OTHER THAN THAT SPECIFIED IN YOUR TICKET, AT NO EXTRA CHARGE. (A PASSENGER SEATED IN A SECTION FOR WHICH A LOWER FARE IS CHARGED MUST BE GIVEN AN APPROPRIATE REFUND); OR (5) THE AIRLINE IS ABLE TO PLACE YOU ON ANOTHER FLIGHT OR FLIGHTS THAT ARE PLANNED TO REACH YOUR NEXT STOPOVER OR DESTINATION WITHIN ONE HOUR OF THE PLANNED ARRIVAL OF YOUR ORIGINAL FLIGHT.
- (4) AMOUNT OF DENIED BOARDING COMPENSATION PASSENGERS TRAVELLING FROM THE UNITED STATES TO A FOREIGN POINT WHO ARE DENIED BOARDING INVOLUNTARILY FROM AN OVERSOLD FLIGHT ORIGINATING AT A U.S. AIRPORT ARE ENTITLED TO:
- (I) NO COMPENSATION IF THE CARRIER OFFERS ALTERNATE TRANSPORTATION THAT IS PLANNED TO ARRIVE AT THE PASSENGER'S DESTINATION OR FIRST STOPOVER NO LATER THAN ONE HOUR AFTER THE PLANNED ARRIVAL TIME OF THE PASSENGER'S ORIGINAL FLIGHT;
  - (II) 200 PERCENT OF THE FARE TO THE PASSENGER'S DESTINATION OR FIRST STOPOVER, WITH A MAXIMUM OF \$650, IF THE CARRIER OFFERS ALTERNATE TRANSPORTATION THAT IS PLANNED TO ARRIVE AT THE PASSENGER'S DESTINATION OR FIRST STOPOVER MORE THAN ONE HOUR BUT LESS THAN FOUR HOURS AFTER THE PLANNED ARRIVAL TIME OF THE PASSENGER'S ORIGINAL FLIGHT; AND
  - (III) 400 PERCENT OF THE FARE TO THE PASSENGER'S DESTINATION OR FIRST STOPOVER, WITH A MAXIMUM OF \$1,300, IF THE CARRIER DOES NOT OFFER ALTERNATE TRANSPORTATION THAT IS PLANNED LESS THAN FOUR HOURS AFTER THE PLANNED ARRIVAL TIME OF THE PASSENGER'S ORIGINAL FLIGHT. "ALTERNATE TRANSPORTATION" IS AIR TRANSPORTATION WITH A CONFIRMED RESERVATION AT NO ADDITIONAL CHARGE (BY ANY SCHEDULED AIRLINE LICENSED BY THE D.O.T.) OR OTHER TRANSPORTATION ACCEPTED AND USED BY THE PASSENGER IN CASE OF DENIED BOARDING.
- (5) METHOD OF PAYMENT  
EXCEPT AS PROVIDED BELOW, THE AIRLINE MUST GIVE EACH PASSENGER WHO QUALIFIES FOR INVOLUNTARY DENIED BOARDING COMPENSATION A PAYMENT BY CASH OR CHECK FOR THE AMOUNT SPECIFIED ABOVE, ON THE DAY AT THE PLACE THE INVOLUNTARY DENIED BOARDING OCCURS. IF THE AIRLINE ARRANGES ALTERNATE TRANSPORTATION FOR THE PASSENGER'S CONVENIENCE THAT DEPARTS BEFORE THE PAYMENT CAN BE MADE, THE PAYMENT SHALL BE SENT TO THE PASSENGER WITHIN 24 HOURS. THE AIR CARRIER MAY OFFER FREE OR DISCOUNTED TICKETS IN PLACE OF THE CASH PAYMENT. IN THAT EVENT, THE CARRIER MUST DISCLOSE ALL MATERIAL RESTRICTIONS ON THE USE OF THE FREE OR DISCOUNTED TRANSPORTATION BEFORE THE PASSENGER DECIDES WHETHER TO ACCEPT THE TRANSPORTATION IN LIEU OF CASH OR CHECK PAYMENT. THE PASSENGER MAY INSIST ON THE CASH/CHECK PAYMENTS OR REFUSE ALL COMPENSATION AND BRING LEGAL ACTION.



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- (6) PASSENGER'S OPTIONS  
ACCEPTANCE OF THE COMPENSATION MAY RELIEVE AIR  
TRANSAT FROM ANY FURTHER LIABILITY TO THE  
PASSENGER CAUSED BY ITS FAILURE TO HONOUR THE  
CONFIRMED RESERVATION. HOWEVER, THE PASSENGER MAY  
DECLINE THE PAYMENT AND SEEK TO RECOVER DAMAGES IN  
A COURT OF LAW OR IN SOME OTHER MANNER.

DENIED BOARDING COMPENSATION PART II  
(SUBJECT TO RULE 21)

(FOR TRANSPORTATION FROM A POINT IN CANADA TO A DESTINATION  
OR FIRST POINT OF STOPOVER IN THE UNITED STATES)  
WHEN TS IS UNABLE TO PROVIDE PREVIOUSLY CONFIRMED SPACE DUE  
TO THERE BEING MORE PASSENGERS HOLDING CONFIRMED  
RESERVATIONS AND TICKETS THAT FOR WHICH THERE ARE AVAILABLE  
SEATS ON THAT FLIGHT, TS SHALL IMPLEMENT THE PROVISIONS OF  
THIS RULE.

(A) DEFINITIONS

FOR THE PURPOSE OF THIS RULE, THE FOLLOWING DEFINITIONS  
SHALL APPLY:

(1) AIRPORT IS

- (A) THAT AT WHICH THE DIRECT OR CONNECTING FLIGHT  
ON WHICH THE PASSENGER HOLDS CONFIRMED AND  
TICKETED RESERVATIONS IS SCHEDULED TO ARRIVE;  
OR  
(B) ANOTHER AIRPORT IN THE SAME METROPOLITAN AREA  
AS (A) WHICH IS ALSO SERVED BY TS AND IS  
ACCEPTABLE TO THE PASSENGER.

(2) ALTERNATE TRANSPORTATION IS AIR TRANSPORTATION  
PROVIDED BY AIR CARRIER WHICH, AT THE TIME SUCH  
ARRANGEMENTS ARE MADE, WILL PROVIDE FOR ARRIVAL AT  
THE PASSENGER'S DESTINATION OR NEXT POINT OF  
STOPOVER, WITHIN 4 HOURS OF HIS ORIGINALLY  
SCHEDULED ARRIVAL TIME.

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

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

(5) STOPOVER IS A DELIBERATE INTERRUPTION OF JOURNEY  
REQUESTED BY THE PASSENGER WHICH IS SCHEDULED TO  
EXCEED FOUR HOURS AT A PLACE BETWEEN THE POINTS OF  
ORIGIN AND DESTINATION.

(B) REQUEST FOR VOLUNTEERS

(1) TS WILL REQUEST VOLUNTEERS FROM AMONG THE  
CONFIRMED PASSENGERS, TO RELINQUISH THEIR SEATS IN  
EXCHANGE FOR COMPENSATION AS DEFINED IN (E).

(2) ONCE A PASSENGER HAS VOLUNTARILY RELINQUISH  
HIS/HER SEAT, HE/SHE WILL NOT LATER BE  
INVOLUNTARILY DENIED BOARDING UNLESS HE/SHE WAS  
ADVISED AT THE TIME HE/SHE VOLUNTEERED OF SUCH  
POSSIBILITY AND THE AMOUNT OF COMPENSATION OF  
WHICH HE/SHE WOULD BE ENTITLED.

(3) THE REQUEST FOR VOLUNTEERS AND THE SELECTION OF  
PASSENGERS TO BE DENIED BOARDING SHALL BE IN A

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MANNER SOLELY DETERMINED BY TS.

(C) BOARDING PRIORITIES

- (1) IF A FLIGHT IS OVERSOLD NO PASSENGERS MAY BE INVOLUNTARILY DENIED BOARDING UNTIL TS HAS FIRST REQUESTED VOLUNTEERS TO RELINQUISH THEIR SEATS.
- (2) IN THE EVENT THERE ARE NOT ENOUGH VOLUNTEERS, OTHER PASSENGERS MAY BE INVOLUNTARILY DENIED BOARDING IN ACCORDANCE WITH TS'S BOARDING PRIORITY POLICY.

PASSENGERS WITH CONFIRMED RESERVATIONS WILL BE PERMITTED TO BOARD IN THE FOLLOWING ORDER UNTIL ALL AVAILABLE SEATS ARE OCCUPIED:

- (A) PHYSICALLY HANDICAPPED PASSENGERS, UNACCOMPANIED CHILDREN UNDER 12 YEARS OF AGE AND OTHERS FOR WHOM, IN TS'S ASSESSMENT, FAILURE TO CARRY WOULD CAUSE SEVERE HARDSHIP.
- (B) PASSENGERS PAYING CLUB CLASS (J) OR FULL ECONOMY (Y) CLASS FARES.
- (C) ALL OTHER PASSENGERS, WILL BE ACCOMMODATED IN THE ORDER IN WHICH THEY PRESENT THEMSELVES FOR CHECK-IN.

(D) TRANSPORTATION FOR PASSENGERS DENIED BOARDING

A PASSENGER WHO HAS BEEN DENIED BOARDING, EITHER VOLUNTARILY OR INVOLUNTARILY, WILL BE PROVIDED TRANSPORTATION IN ACCORDANCE WITH THE FOLLOWING BELOW:

- (1) THE PASSENGER WILL BE TRANSPORTED WITHOUT STOPOVER ON THE NEXT AVAILABLE TS FLIGHT, REGARDLESS OF THE CLASS OF SERVICE, AND AT NO ADDITIONAL COST TO HIM/HER OR
- (2) AT TS'S OPTION SHOULD TS NOT BE ABLE TO PROVIDE ONWARD TRANSPORTATION ACCEPTABLE TO THE PASSENGER, ON THE SERVICES OF TS, TRANSPORTATION VIA THE SERVICES OF ANOTHER CARRIER(S) WILL BE PROVIDED AS FOLLOWS:

- (A) THE PASSENGER WILL BE ACCOMMODATED IN THE CLASS OF SERVICE AND/OR BOOKING CLASS APPLICABLE TO HIS/HER TRANSPORTATION ON TS.
- (B) TRANSPORTATION IN A DIFFERENT CLASS OF SERVICE AND/OR BOOKING CLASS WILL BE PROVIDED WITHOUT ADDITIONAL COST TO THE PASSENGER ONLY IF IT WILL PROVIDE FOR AN EARLIER ARRIVAL AT HIS/HER DESTINATION OR NEXT POINT OF STOPOVER.

- (3) OR, AT THE PASSENGER'S OPTION, OR IF TS IS UNABLE TO PERFORM THE OPTIONS STATED IN 1) OR 2) ABOVE WITHIN A REASONABLE AMOUNT OF TIME, REFUND THE TICKET OR UNUSED COUPON(S) THEREOF IN ACCORDANCE WITH APPLICABLE PROVISIONS (REFUNDS - INVOLUNTARY).

(E) COMPENSATION

UNLESS PASSENGER CHOOSES OPTION D) 3) ABOVE, IN ADDITION TO PROVIDING TRANSPORTATION IN ACCORDANCE WITH D) 1) OR 2) A PASSENGER WHO HAS BEEN DENIED BOARDING WILL BE COMPENSATED BY TS AS FOLLOWS:

- (1) CONDITIONS FOR PAYMENT

- (A) THE PASSENGER MUST PRESENT HIMSELF/HERSELF FOR CARRIAGE AT THE APPROPRIATE TIME AND

PLACE.

- (I) HAVING COMPLIED FULLY WITH TS'S APPLICABLE RESERVATIONS, TICKETING, CHECK-IN AND RECONFIRMATION PROCEDURES; AND,
  - (II) BEING ACCEPTABLE FOR TRANSPORTATION IN ACCORDANCE WITH TS'S PUBLISHED TARIFFS.
- (B) IT MUST NOT HAVE BEEN POSSIBLE TO ACCOMMODATE THE PASSENGER ON THE FLIGHT ON WHICH HE/SHE HELD CONFIRMED RESERVATIONS AND THE FLIGHT MUST HAVE DEPARTED WITHOUT HIM/HER.  
EXCEPTION: THE PASSENGER WILL NOT BE ELIGIBLE FOR COMPENSATION:
- (I) IF HE/SHE IS OFFERED ACCOMMODATION OR IS SEATED IN A COMPARTMENT OF THE AIRCRAFT OTHER THAN THAT SPECIFIED ON HIS TICKET AT NO EXTRA CHARGE FOR HIM/HER (SHOULD HE BE SEATED IN A COMPARTMENT FOR WHICH A LOWER FARE APPLIES HE SHALL BE ENTITLED TO THE APPROPRIATE REFUND/OR;
  - (II) WHEN THE FLIGHT ON WHICH HE/SHE HOLDS A CONFIRMED AND TICKETED RESERVATION IS CANCELLED OR SPACE HAS BEEN REQUISITIONED BY THE GOVERNMENT; OR,
  - (III) IF, FOR OPERATIONAL AND SAFETY REASONS, HIS/HER AIRCRAFT HAS BEEN SUBSTITUTED WITH ONE HAVING LESSER CAPACITY.
- (2) AMOUNT OF COMPENSATION  
SUBJECT TO THE PROVISIONS OF (E)(1) ABOVE, TS WILL TENDER LIQUIDATED DAMAGES IN THE AMOUNT OF CAD \$100.00 CASH OR A CREDIT VOUCHER OR MCO (GOOD FOR FUTURE TRAVEL ON TS) IN THE AMOUNT OF CAD \$200.00, TO THE PASSENGER'S OPTION, FOR TRAVEL TO THE USA. IF ACCEPTED BY THE PASSENGER, SUCH TENDER WILL CONSTITUTE FULL COMPENSATION FOR ALL ACTUAL OR ANTICIPATORY DAMAGES, INCURRED OR TO BE INCURRED.
- (F) NOTICE PROVIDED TO PASSENGERS  
THE FOLLOWING WRITTEN NOTICE SHALL BE PROVIDED TO ALL PASSENGERS WHO ARE INVOLUNTARILY DENIED BOARDING ON FLIGHTS FOR WHICH THEY HOLD CONFIRMED RESERVATIONS.
- (1) COMPENSATION FOR DENIED BOARDING  
IF YOU HAVE BEEN DENIED BOARDING ON A FLIGHT FOR WHICH YOU HELD CONFIRMED AND TICKETED RESERVATIONS, YOU ARE PROBABLY ENTITLED TO MONETARY COMPENSATION. THIS NOTICE EXPLAINS AIR TRANSAT'S OBLIGATIONS AND YOUR RIGHTS IN THE CASE OF AN OVERSOLD (MORE CONFIRMED AND TICKETED PASSENGERS THAN THERE ARE AVAILABLE SEATS) FLIGHT, IN ACCORDANCE WITH TS'S PUBLISHED TARIFFS.
  - (2) VOLUNTEERS AND BOARDING PRIORITIES  
WHEN A FLIGHT IS OVERSOLD NO PASSENGERS MAY BE DENIED BOARDING UNTIL AIR TRANSAT HAS REQUESTED VOLUNTEERS FROM AMONG THE CONFIRMED AND TICKETED PASSENGERS TO RELINQUISH THEIR SEATS IN EXCHANGE FOR A PAYMENT OF AIR TRANSAT'S CHOOSING. IN THE EVENT THERE ARE NOT ENOUGH VOLUNTEERS, OTHER PASSENGERS MAY BE INVOLUNTARILY DENIED BOARDING IN ACCORDANCE WITH TS'S BOARDING PRIORITY POLICY.

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PASSENGERS WITH CONFIRMED RESERVATIONS WHO HAVE NOT RECEIVED A BOARDING PASS, WILL BE PERMITTED TO BOARD IN THE FOLLOWING ORDER UNTIL ALL AVAILABLE SEATS ARE OCCUPIED:

- (A) PASSENGERS WITH A DISABILITY, UNACCOMPANIED CHILDREN UNDER 12 YEARS OF AGE AND OTHERS FOR WHOM, IN TS'S ASSESSMENT, FAILURE TO CARRY WOULD CAUSE SEVERE HARDSHIP.
  - (B) PASSENGERS PAYING CLUB CLASS (J) OR FULL ECONOMY (Y) CLASS FARES.
  - (C) ALL OTHER PASSENGERS, INCLUDING TOUR CONDUCTORS ACCOMPANYING A GROUP. THESE PASSENGERS WILL BE ACCOMMODATED IN THE ORDER IN WHICH THEY PRESENT THEMSELVES FOR CHECK-IN AND BOARDING.
- (3) COMPENSATION FOR INVOLUNTARY DENIED BOARDING IF YOU ARE DENIED BOARDING INVOLUNTARILY, YOU ARE ENTITLED TO "DENIED BOARDING COMPENSATION" UNLESS:
- (A) YOU HAVE NOT FULLY COMPLIED WITH THE AIR TRANSAT'S APPLICABLE RESERVATIONS, TICKETING, CHECK-IN AND RECONFIRMATION PROCEDURES OR YOU ARE NOT ACCEPTABLE FOR TRANSPORTATION IN ACCORDANCE WITH AIR TRANSAT PUBLISHED TARIFFS; OR
  - (B) YOU ARE DENIED BOARDING BECAUSE THE FLIGHT IS CANCELLED; OR
  - (C) YOU ARE DENIED BOARDING BECAUSE OF GOVERNMENT REQUISITION OF SPACE; OR
  - (D) YOU ARE OFFERED ACCOMMODATIONS IN A COMPARTMENT OF THE AIRCRAFT OTHER THAN THAT SPECIFIED IN YOUR TICKET, AT NO EXTRA CHARGE. (IF SEATED IN A COMPARTMENT FOR WHICH A LOWER FARE APPLIES, YOU MUST BE GIVEN THE APPROPRIATE REFUND).
- (4) AMOUNT OF DENIED BOARDING COMPENSATION IF YOU ARE DENIED BOARDING FOR FLIGHTS DESTINED TO THE UNITED STATES AND ARE ELIGIBLE FOR DENIED BOARDING COMPENSATION, YOU MUST BE OFFERED A CASH PAYMENT OF \$100.00 (CAD) OR A CREDIT VOUCHER (MCO) GOOD FOR FUTURE TRAVEL ON AIR TRANSAT IN THE AMOUNT OF \$200.00 (CAD).
- (5) METHOD OF PAYMENT IF YOU QUALIFY FOR DENIED BOARDING COMPENSATION, AIR TRANSAT MUST GIVE YOU PAYMENT BY CHECK, DRAFT OR A CREDIT VOUCHER GOOD FOR FUTURE TRAVEL ON AIR TRANSAT FOR THE AMOUNT SPECIFIED ABOVE, ON THE DAY AND AT THE PLACE THE INVOLUNTARY DENIED BOARDING OCCURS. SHOULD YOU BE OFFERED ALTERNATE TRANSPORTATION WHICH IS AT YOUR CONVENIENCE BUT WHICH DEPARTS BEFORE THE PAYMENT CAN BE MADE, IT WILL BE SENT TO YOU WITHIN 24 HOURS.
- (6) PASSENGER'S OPTIONS ACCEPTANCE OF THE COMPENSATION (BY ENDORSING THE CHECK OR DRAFT OR NOT RETURNING THE CREDIT VOUCHER TO AIR TRANSAT WITHIN 30 DAYS OF ISSUANCE) RELIEVE AIR TRANSAT FROM ANY FURTHER LIABILITY CAUSED BY OUR FAILURE TO HONOR YOUR CONFIRMED AND TICKETED RESERVATION. HOWEVER, YOU MAY DECLINE THE PAYMENT

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AND SEEK TO RECOVER DAMAGES IN A COURT OF LAW OR  
IN SOME OTHER MANNER WITHIN THIRTY (30 DAYS) FROM  
THE DATE ON WHICH THE DENIED BOARDING OCCURRED.

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## Rule 18 Use of Oxygen On-Board

THE CARRIER PROVIDE 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 CAD PER OXYGEN KIT WILL BE CHARGED (TO A MAXIMUM OF \$300 CAD) FOR OXYGEN SERVICE FROM POINT OF DEPARTURE TO POINT OF DESTINATION, STOPOVER 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 HEALTHCARE'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, RESPIRONICS EVERGO, RESPIRONICS 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.

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Rule 20 Contract Bulk Group 40 Inclusive Tours Fares CBIT(40)  
Between Canada and Points In The United States of America

CONTRACT BULK FARES ARE AVAILABLE FOR SALE TO TOUR OPERATORS ONLY. FOR THE PURPOSE OF THIS RULE TOUR OPERATOR MEANS A PERSON OTHER THAN THE CARRIER WHO CONTRACTS TO PURCHASE THE SEATS AND WHO PRODUCES AND PROMOTES THE INCLUSIVE TOUR REQUIRED HEREIN.

(A) APPLICATION

- (1) FARE TYPE: CONTRACT BULK INCLUSIVE TOUR FARES APPLY ON ECONOMY SERVICE FOR ROUND TRIP TRANSPORTATION BETWEEN POINTS IN CANADA AND POINTS IN THE UNITED STATES OF AMERICA.
- (2) FARES APPLY BETWEEN ORIGIN AND DESTINATION ON CARRIER'S DIRECT OR THROUGH SERVICES AND DO NOT APPLY TO OR FROM INTERMEDIATE POINTS. NO ONLINE OR INTERLINE TRANSFERS ARE PERMITTED.
- (3) NOTWITHSTANDING RULE 5 OF THE GOVERNING RULES TARIFF, THE CONTENTS OF THIS TARIFF IN EFFECT BY VIRTUE OF THE EFFECTIVE DATE OF EACH PAGE ON THE DATE SIGNING OF THE CONTRACT BULK INCLUSIVE TOUR CONTRACT SHALL GOVERN THE CONTRACT BULK INCLUSIVE TOUR CONTRACT. SHOULD THE TOUR OPERATOR AND THE CARRIER AGREE TO AMEND A CONTRACT FOR A SERIES OF FLIGHTS OPERATED WITHIN THE ORIGINAL PERIOD OF THE CONTRACT, THE TARIFF IN EFFECT AT THE TIME OF SIGNING THE ORIGINAL CONTRACT WILL APPLY.

(4) GENERAL APPLICATION OF FARES

- (A) WHEN A CONTRACT HAS BEEN EXECUTED FOR NOT LESS THAN (40) FORTY SEATS, THE TOUR OPERATOR IS DEEMED TO HAVE MET HIS REQUIREMENT PROVIDING A MINIMUM OF 40 SEATS ARE CONTRACTED FOR DURING A SPECIFIC CALENDAR WEEK (MONDAY THROUGH SUNDAY) AND NOT LESS THAN 40 SEATS ARE CONTRACTED FOR ANY ONE DAY;
- (B) WHEN THE SEAT (S) CONTRACTED FOR ARE UTILIZED ONLY IN COMBINATION WITH AN INCLUSIVE TOUR AS REQUIRED HEREIN;
- (C) FOR A BLOCK OF ECONOMY CLASS SEATS FOR TRAVEL FROM POINT OF ORIGIN TO THE POINT OF DESTINATION AND RETURN, IN THE DIRECTION AS SPECIFIED, AND ARE NOT APPLICABLE TO OR FROM INTERMEDIATE POINTS;
- (D) ADDITIONAL SEATS MAY BE PURCHASED FOR CAD 250.00 FOR EACH ADDITIONAL SEAT.

(B) COMBINATIONS

COMBINATIONS WITH ANY OTHER FARE SHALL NOT BE PERMITTED.

(C) PERIOD OF VALIDITY

VALID YEAR ROUND.

(D) FARES

(E) LENGTH OF STAY

RETURN TRAVEL SHALL NOT BE COMMENCED PRIOR TO THE SEVENTY-SECOND (72) HOUR AFTER THE HOUR OF COMMENCEMENT OF TRAVEL FROM THE POINT OF ORIGIN.

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- (F) STOPOVERS  
NO STOPOVERS ARE PERMITTED EXCEPT AT THE POINT OF TURNAROUND.
- (G) CHILDREN'S AND INFANTS' FARES  
RULE 13H) (CHILDREN'S FARES) IS NOT APPLICABLE TO FARES GOVERNED BY THIS RULE.  
EXCEPTION: ACCOMPANIED INFANTS UNDER 2 YEARS OF AGE NOT OCCUPYING A SEAT WILL BE CARRIED AS PER RULE 13G.)
- (H) TOUR REQUIREMENTS  
CONTRACT BULK ARRANGEMENTS MAY ONLY BE MADE FOR THE PURPOSE OF CARRYING PASSENGERS WHO HAVE PURCHASED INCLUSIVE TOURS TO THE COUNTRY OF DESTINATION WHICH SHALL INCLUDE, IN ADDITION TO AIR TRAVEL THE FOLLOWING FEATURES:
- (1) COMMERCIAL SLEEPING ACCOMMODATIONS FOR THE TOTAL DURATION OF THE TRIP;
  - (2) GROUND TRANSPORTATION BETWEEN AIRPORTS OR SURFACE TERMINALS AND COMMERCIAL ACCOMMODATIONS USED AT ALL POINTS OTHER THAN THE POINT OF ORIGIN OF THE TOUR.
  - (3) THE MINIMUM SELLING PRICE OF THE TOUR INCLUDING THE TOUR FEATURES ABOVE SHALL NOT BE LESS THAN THE APPLICABLE PRORATE OF THE CONTRACT PRICE PER SEAT PLUS CAD 16.00 (CAD 8.00 FOR CHILDREN 2-11 YEARS OF AGE SHARING ACCOMMODATION WITH A PARTICIPANT) FOR EACH NIGHT ACCOMMODATION EXCEPT THAT NO SUCH AMOUNT:
    - (A) SHALL BE LESS THAN CAD 60.00 (CAD 30.00 FOR CHILDREN 2-11 YEARS OF AGE SHARING ACCOMMODATION WITH A PARTICIPANT), AND;
    - (B) FOR TOUR OF MORE THAN TEN NIGHTS, NEED BE MORE THAN CAD 160.00 (CAD 80.00 FOR CHILDREN 2-11 YEARS OF AGE SHARING ACCOMMODATION WITH A PARTICIPANT).
  - (3) IF ONE, TWO OR THREE TOUR OPERATORS WHO TOGETHER CONTRACT FOR A MINIMUM NUMBER OF SEATS FAILS TO MEET ALL THE REQUIREMENT FOR A DEPARTURE, ALL SEATS PURCHASED ON THAT DEPARTURE WILL BE CANCELLED BY THE CARRIER AND EACH TOUR OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CARRIER FROM ANY CLAIMS OR DAMAGES AS A RESULT OF SUCH ACTION;  
EXCEPTION: WHEN A CARRIER CANCELS SEATS CONTRACTED FOR BY ONE TOUR OPERATOR FOR FAILURE TO MEET THE REQUIREMENTS, THE CARRIER WILL NOT CANCEL ANY REMAINING SEATS CONTRACTED FOR BY THE OTHER TOUR OPERATOR(S) WHEN:
    - (A) THE REMAINING NUMBER OF CONTRACTED SEATS ARE NOT LESS THAN THE MINIMUM NUMBER REQUIRED AS PUBLISHED IN (A)(4)(A) OF THIS RULE;
    - (B) THE REMAINING TOUR OPERATOR(S) AGREE TO PURCHASE ADDITIONAL SEATS TO MEET THE REQUIRED MINIMUM
  - (4) WHERE MORE THAN ONE TOUR OPERATOR CONTRACTS FOR A MINIMUM NUMBER OF SEATS NO ONE TOUR OPERATOR MAY CONTRACT FOR LESS THAN (40) FORTY SEATS FOR EACH DEPARTURE;
  - (5) A DEPOSIT OF CAD 10,000.00 OR 5 PERCENT OF THE



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- TOTAL CONTRACT PRICE, WHICHEVER IS LESS, SHALL BE PAID ON EXECUTION OF A CONTRACT BETWEEN THE TOUR OPERATOR(S) AND THE CARRIER;
- (6) FULL PAYMENT FOR SEATS ON EACH ROUND TRIP CONTRACTED SHALL BE MADE BY THE TOUR OPERATOR(S) TO THE CARRIER FOURTEEN (14) DAYS BEFORE THE DATE OF DEPARTURE OF THE OUTGOING FLIGHT AND THE FOREGOING DEPOSIT LESS ANY CANCELLATION FEES THAT REMAIN PAYABLE BY THE TOUR OPERATOR(S) SHALL BE DEDUCTED FROM THE PAYMENT FOR THE SEATS ON THE LAST ROUND TRIP TO BE OPERATED.
- (7) WHEN ADDITIONAL SEATS ARE REQUESTED FOURTEEN (14) DAYS OR LESS BEFORE DEPARTURE FULL PAYMENT MUST BE MADE WHEN RESERVATION IS CONFIRMED.
- (J) RESERVATIONS AND TICKETING  
THE TOUR OPERATOR SHALL BE RESPONSIBLE FOR:
- (1) DELIVERING TO EACH MEMBER OF THE INCLUSIVE TOUR A PASSENGER TICKET AND BAGGAGE CHECK ISSUED BY THE CARRIER OR BY THE CONTRACTING TOUR OPERATOR ON BEHALF OF THE CARRIER;
- (2) PROVIDING ADDITIONAL DOCUMENTATION IN A FORM ACCEPTABLE TO THE CARRIER SPECIFYING THE ADDITIONAL TOUR FEATURES REQUIRED FOR EACH MEMBER OF THE INCLUSIVE TOUR GROUP;
- (3) ENSURING THAT THE TICKETS AND DOCUMENTATION REQUIRED ARE AVAILABLE FOR INSPECTION BY THE CARRIER DURING CHECK-IN-PRIOR TO DEPARTURE.
- (K) ROUTING/REROUTING  
NO REROUTING IS PERMITTED.
- (L) CANCELLATION AND REFUNDS
- (1) THE TOUR OPERATOR MAY NOT CANCEL FEWER THAN ALL SEATS PURCHASED ON A FLIGHT AND NO REFUND SHALL BE PAID BY THE CARRIER FOR SEATS NOT USED AT THE TIME OF DEPARTURE;  
EXCEPTION: WHERE THE TOUR OPERATOR HAS CONTRACTED FOR MORE THAN THE MINIMUM GROUP SIZE OUTLINED IN THIS RULE, THE SEATS IN EXCESS OF THE MINIMUM GROUP SIZE MAY BE CANCELLED SUBJECT TO THE PROVISIONS IN SUB-PARAGRAPH (2) BELOW.
- (2) THE TOUR OPERATOR MAY CANCEL ALL SEATS PURCHASED ON A FLIGHT AT ANY TIME PRIOR TO DEPARTURE, BUT, WHEN SEATS ARE CANCELLED PURSUANT TO THIS RULE, THE TOUR OPERATOR SHALL PAY THE CARRIER A CANCELLATION FEE BY WAY OF LIQUIDATED DAMAGES AND NOT AS A PENALTY AS FOLLOWS:
- (A) WHERE SEATS ARE CANCELLED THIRTY (30) DAYS OR MORE PRIOR TO THE DATE OF DEPARTURE THE FEES WILL BE:
- . WHERE MORE THAN THE MINIMUM NUMBER OF SEATS HAS BEEN PURCHASED, UP TO TEN (10) PERCENT OF THE SEAT CONTRACTED FOR ON A FLIGHT MAY BE CANCELLED WITHOUT CHARGE EXCEPT THAT THE RESIDUAL NUMBER OF SEATS MUST NOT BE LESS THAN THE MINIMUM GROUP SIZES IN PARAGRAPH (A)(4)(A) OF THIS RULE;
  - . WHERE MORE THAN THE MINIMUM NUMBER OF SEATS HAS BEEN CONTRACTED FOR ON A FLIGHT THE

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- REMAINDER OF SEATS IN EXCESS OF THE MINIMUM GROUP SIZE AFTER DEDUCTING 20 (I) ABOVE MAY BE CANCELLED AT A CHARGE OF TEN (10) PERCENT OF SEAT PRICES PER SEAT CANCELLED;
- . EXCEPT AS PROVIDED ABOVE, CANCELLATION OF THE REMAINDER OF THE SEATS PURCHASED ON A FLIGHT SHALL BE SUBJECT TO A CANCELLATION CHARGE OF TWENTY (20) PERCENT OF THE CONTRACT BULK INCLUSIVE TOUR FARE PUBLISHED IN THIS TARIFF.
- (B) 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;
- (C) WHERE MORE THAN ONE TOUR OPERATOR HAS CONTRACTED FOR A UNIT OF SEATS ON A FLIGHT AS DEFINED IN THIS RULE AND ANY OF THE TOUR OPERATOR(S) CANCELS ITS SEATS, THE CARRIER SHALL CANCEL THE BALANCE OF THE SEATS CONTRACTED FOR BY THE OTHER TOUR OPERATOR(S) UNLESS:
- . THE REMAINING NUMBER OF CONTRACTED SEATS ARE NOT LESS THAN THE MINIMUM NUMBER REQUIRED OR;
  - . THE REMAINING TOUR OPERATOR(S) AGREE TO PURCHASE ADDITIONAL SEATS TO MEET THE REQUIRED MINIMUM.
- (M) RULES AND DISCOUNTS NOT APPLICABLE  
THE FOLLOWING RULES ARE NOT APPLICABLE: 13 (H)  
CHILDREN'S FARES.
- (N) OTHER CONDITIONS
- (A) CARRIAGE OF INELIGIBLE PASSENGERS: IN THE EVENT THAT ANY PASSENGER DOES NOT QUALIFY AS A CONTRACT BULK INCLUSIVE TOUR PASSENGER PURSUANT TO ANY CONDITIONS PUBLISHED IN THIS RULE, THE TOUR OPERATOR SHALL PAY TO THE CARRIER IN ADDITION TO THE CONTRACT PRICE AN AMOUNT EQUAL TO THE LOWEST APPLICABLE INDIVIDUAL ECONOMY FARE FOR THE AIR TRANSPORTATION PROVIDED.
- (B) COMMISSION: NO COMMISSION SHALL BE PAID BY THE CARRIER FOR THE SALE OF TRANSPORTATION ON A BULK INCLUSIVE TOUR CONTRACT.
- (C) FAILURE TO OPERATE OF FAILURE TO CARRY:
- (I) LIABILITY OF CARRY: EXCEPT TO THE EXTENT PROVIDED IN PARAGRAPH II) BELOW, THE CARRIER SHALL NOT BE LIABLE FOR FAILURE TO OPERATE ANY FLIGHT ACCORDING TO SCHEDULE OR FOR CHANGING THE SCHEDULE OF ANY FLIGHT, WITH OR WITHOUT NOTICE TO THE PASSENGER;
- (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

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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 RULE 20 (J) ABOVE IS NOT AVAILABLE, OR
  - (II) THE CARRIAGE OF ANY MEMBER OF THE INCLUSIVE TOUR GROUP CONTRAVENES ANY PORTION OF THE RULE.
- (F) SEATS SOLD TO TOUR OPERATORS AND NOT OCCUPIED AT TIME OF DEPARTURE MAY BE USED BY THE CARRIER.

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Rule 21 Additional Passenger Service Commitments (Subject to Rules 5, 6 and 17)

- (A) GIVEN THAT PASSENGERS HAVE A RIGHT TO INFORMATION ON FLIGHT TIMES AND SCHEDULE CHANGES, TS WILL MAKE REASONABLE EFFORTS TO INFORM PASSENGERS OF DELAYS AND SCHEDULE CHANGES AND TO THE EXTENT POSSIBLE, THE REASON FOR THE DELAY OR CHANGE.
- (B) 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:
  - (1) TRANSPORTATION TO THE PASSENGER'S INTENDED DESTINATION WITHIN A REASONABLE TIME AT NO ADDITIONAL COST;
  - (2) RETURN TRANSPORTATION TO THE PASSENGER'S POINT OF ORIGIN WITHIN A REASONABLE TIME AT NO ADDITIONAL COST;
  - (3) 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.
- (C) WHEN DETERMINING THE TRANSPORTATION SERVICE TO BE OFFERED, THE CARRIER WILL CONSIDER:
  - (1) AVAILABLE TRANSPORTATION SERVICES, INCLUDING SERVICES OFFERED BY INTERLINE, CODE SHARING AND OTHER AFFILIATED PARTNERS AND, IF NECESSARY, OTHER NON-AFFILIATED CARRIERS;
  - (2) THE CIRCUMSTANCES OF THE PASSENGER, AS KNOWN TO IT, INCLUDING ANY FACTORS WHICH IMPACT UPON THE IMPORTANCE OF TIMELY ARRIVAL AT DESTINATION.
- (D) 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 THE OVERBOOKING OR CANCELLATION. WHERE A PASSENGER WHO ACCEPTS OPTION (1) OR OPTION (2) OR OPTION (3)

NEVERTHELESS INCURS EXPENSE AS A RESULT OF THE OVERBOOKING, CANCELLATION OR IN THE EVENT THAT THE ORIGINALLY SCHEDULED DEPARTURE TIME IS ADVANCED, THE CARRIER WILL IN ADDITION OFFER A CASH PAYMENT OR TRAVEL CREDIT, THE CHOICE OF WHICH WILL BE AT THE PASSENGER'S DISCRETION.

- (E) 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 OVERBOOKING, OR CANCELLATION, 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.
- (F) THE RIGHTS OF A PASSENGER AGAINST THE CARRIER IN THE EVENT OF OVERBOOKING, CANCELLATION, OR IN THE EVENT THAT THE ORIGINALLY SCHEDULED DEPARTURE TIME IS ADVANCED, 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.
- (G) GIVEN THE PASSENGERS HAVE A RIGHT TO PUNCTUALITY, TS WILL DO THE FOLLOWING:
  - (1) IF A FLIGHT IS DELAYED/ADVANCED AND THE DELAY BETWEEN THE SCHEDULED DEPARTURE OF THE FLIGHT AND THE ACTUAL DEPARTURE OF THE FLIGHT EXCEEDS 4 HOURS, TS WILL PROVIDE THE PASSENGER WITH A MEAL VOUCHER;
  - (2) IF A FLIGHT IS DELAYED/ADVANCED BY MORE THAN 8 HOURS AND THE DELAY INVOLVES AN OVERNIGHT STAY, TS WILL PAY FOR OVERNIGHT HOTEL STAY AND AIRPORT TRANSFERS FOR PASSENGERS WHO DID NOT START THEIR TRAVEL AT THAT AIRPORT;
  - (3) IF THE PASSENGER IS ALREADY ON THE AIRCRAFT WHEN A DELAY OCCURS, TS WILL OFFER DRINKS AND SNACKS IF IT IS SAFE, PRACTICAL AND TIMELY TO DO SO. IF THE DELAY EXCEEDS 90 MINUTES AND THE AIRCRAFT COMMANDER PERMITS, TS WILL OFFER PASSENGERS THE OPTION OF DISEMBARKING FROM THE AIRCRAFT UNTIL IT IS TIME TO DEPART.
- (H) GIVEN THAT PASSENGERS HAVE A RIGHT TO RETRIEVE THEIR LUGGAGE QUICKLY, IF THE LUGGAGE DOES NOT ARRIVE ON THE SAME FLIGHT AS THE PASSENGER, TS WILL TAKE STEPS TO DELIVER THE LUGGAGE TO THE PASSENGER'S RESIDENCE/HOTEL AS SOON AS POSSIBLE. TS WILL TAKE STEPS TO INFORM THE PASSENGER ON THE STATUS OF THE LUGGAGE AND WILL PROVIDE THE PASSENGER WITH AN OVER-NIGHT KIT AS REQUIRED.

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COMPENSATION WILL BE PROVIDED AS PER THE PROVISIONS OF THIS TARIFF.

- (I) GIVEN THAT NOTHING IN THIS TARIFF WOULD MAKE CARRIER RESPONSIBLE FOR ACTS OF FORCE MAJEURE PER RULE 5(C) OR FOR THE ACTS OF THIRD PARTIES THAT ARE NOT DEEM SERVANTS AND/OR AGENTS OF THE CARRIER PER APPLICABLE LAW OR INTERNATIONAL CONVENTIONS, THE CARRIER WILL NOT BE HELD RESPONSIBLE FOR INCLEMENT WEATHER 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.
- (J) IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THIS RULE AND THOSE OF ANY OTHER RULE IN THIS TARIFF, THE PROVISIONS OF THIS RULE SHALL PREVAIL EXCEPT WITH RESPECT TO RULE 5(C)

## Rule 22 Option Plus

- (A) OPTION PLUS IS AVAILABLE ON ALL TS FLIGHTS (EXCEPT FLIGHTS WITHIN CANADA) AND PROVIDES THE FOLLOWING PRIVILEGES AND SERVICES IN ECONOMY CLASS.
  - (1) THE PRIVILEGES AND SERVICES INCLUDED IN THE OPTION PLUS PACKAGE FOR FLIGHTS FROM CANADA TO ALL DESTINATIONS EXCEPT EUROPE ARE:
    - (A) ADVANCE SEAT SELECTION (ROUNDTRIP)
    - (B) PRIORITY CHECK-IN AT A DEDICATED CHECK-IN COUNTER (OR, WHERE APPLICABLE, AT THE CLUB CLASS COUNTER)
    - (C) PRIORITY BAGGAGE DELIVERY
    - (D) AN ADDITIONAL BAGGAGE ALLOWANCE PER FLIGHT SEGMENT\*
    - (E) PRIORITY QUEUE AT SECURITY CHECKPOINTS IN MONTREAL, OTTAWA AND VANCOUVER
    - (F) PRIORITY BOARDING
    - (G) 1 ALCOHOLIC (OR NON ALCOHOLIC) BEVERAGE DURING BAR SERVICE
    - (H) COMFORT KIT (BLANKET, INFLATABLE NECK PILLOW, EYESHADE) ON FLIGHTS FROM CANADA ONLY
    - (I) A MEAL OR A TREAT FROM THE BISTRO MENU.
    - (J) EAR BUDS
  - 2) ADDITIONAL INFORMATION
    - (A) CHILDREN AGED 11 AND UNDER RECEIVE THE SAME PRIVILEGES WITH REGARD TO THE FOLLOWING:
      - (I) PRIORITY CHECK-IN AT A DEDICATED COUNTER
      - (II) PRIORITY BAGGAGE DELIVERY
      - (III) PRIORITY QUEUE AT SECURITY CHECKPOINTS IN MONTREAL, OTTAWA AND VANCOUVER
      - (IV) PRIORITY BOARDING
    - (B) THE SEATS AND MEALS ARE THE SAME AS IN ECONOMY CLASS
    - (C) PURCHASE AVAILABLE THROUGH THE TS INFORMATION AND SEAT SELECTION CENTER OR TS WEBSITE
- (B) PRICES
  - CAD/USD: \$64.00 STANDARD SEATS
  - CAD/USD: \$64.00 - \$79.00 TWO-BY-TWO AND FRONT OF CABIN SEATS
  - CAD/USD: \$64.00 - \$89.00 SEATS WITH MORE LEGROOM