

INTERNATIONAL TARIFF

CONTAINING RULES, FARES AND CHARGES

APPLICABLE TO SCHEDULED SERVICES

FOR THE TRANSPORTATION OF PASSENGERS AND BAGGAGE

BETWEEN

POINTS IN CANADA ON THE ONE HAND

AND

POINTS OUTSIDE CANADA

Note: This Tariff is filed less than 45 days from its effective date pursuant to the exemption granted by CTA Order 2021-A-3.

Note: This Tariff is governed by fares tariff ATPCO AATCP-101.

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Part I – General tariff information

Rule 1: Definitions

“\$” means Canadian Dollar(s)

“€” means Euros

“Adult” means a person who has reached his/her 12th birthday as of the date of commencement of travel.

“Airline designator code” means an identification code comprised of two-characters which is used for commercial and traffic purposes such as reservations, schedules, timetables, ticketing, tariffs and airport display systems. Airline designator codes are assigned by IATA. When this code appears on a ticket, it reflects the carrier that is marketing the flight, which might be different from the carrier operating the flight.

“Animals” means only domestic dogs and cats.

“APPR” means the *Air Passenger Protection Regulations*.

“Assistive Device” means any medical device, mobility aid, communication aid or other aid that is specially designed to assist a person with a disability with a need related to their disability.

“ATPDR” means the *Accessible Transportation for Persons with Disabilities Regulations*.

“ATR” means the *Air Transportation Regulations*.

“Baggage” means such articles, effects and other personal property of a passenger as are necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

“baggage identification tag” means a document issued by the Operating Carrier solely for identification of checked baggage, part of which is given to the passenger as a receipt for the passenger’s checked baggage and the remaining part is attached by the Operating Carrier onto a particular piece of the passenger’s checked baggage.

“bank of seats” means passenger seats that are immediately adjacent to each other and does not include passenger seats that are across the aisle.

“bankers’ buying rate of exchange or bankers’ selling rate of exchange” means the rate at which a bank will purchase a given amount of foreign currency in exchange for one unit or

units of the national currency of the country in which the exchange transaction takes place for the purpose of the transfer of funds through banking channels i.e., other than transactions in bank notes, travellers checks, and similar banking instruments.

"barrier" means anything – including anything physical, architectural, technological or attitudinal, anything that is based on information or communications or anything that is the result of a policy or a practice – that hinders the full and equal participation in society of persons with an impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment or a functional limitation.

"boarding area" means the point where the passenger's flight coupons are lifted and kept by the Operating Carrier or the point where the Operating Carrier examines the passenger's boarding pass prior to the passenger being permitted on the aircraft.

"boarding pass" includes either a paper document or an electronic document issued by the Operating Carrier to the passenger and serves as a record that the passenger has checked in for their flight and, when it shows a seat assignment, it permits a passenger to board a particular flight.

"boarding time deadline" is the time limit specified by the Operating Carrier by which the passenger must be present at the designated boarding area of their flight.

"CAD" means Canadian dollar(s).

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

"CTA" means the Canadian Transportation Agency (Agency).

"checked baggage" means baggage of which the Operating Carrier takes sole custody and for which the Operating Carrier issues a baggage identification tag.

"check-in deadline" is the time limit specified by the Operating Carrier by which the passenger must have completed check-in formalities, including baggage formalities and received a boarding pass. The check-in deadline does not correspond to the time at which the passenger must arrive at the airport.

"Child" means a person who has reached his/her second birthday but not his/her 12th birthday as of the date of commencement of travel.

"code-share" refers to a marketing agreement in which two or more airlines i.e. marketing carrier(s) sell seats using their own airline code on a flight that one of them operates (i.e. the operating carrier).

"commercial agreement" means an agreement to sell tickets on another carrier's flight, or each other's flights (like a code-share, or a block space agreement).

"conjunction ticket" means a ticket issued to a passenger concurrently with another ticket(s) which together constitute a single contract of carriage.

"Convention" means the Convention for the unification of certain rules relating to international carriage by air, signed at Warsaw, 12 October 1929, or that convention as amended by the Hague protocol, 1955, or the Montreal Convention signed in Montreal on 28 May, 1999 whichever may be applicable to carriage hereunder.

"curbside zone" means an area that is located outside of a terminal where passengers are picked up or dropped off and that is owned, operated, leased or otherwise controlled by the terminal operator.

"Dangerous Animal" means potentially dangerous dogs as specified in the French Law n°99-5 of January 6, 1999, which are separated into two categories:

- Category 1 dogs (attack dogs):
- Category 2 dogs (guard dogs and defense dogs)

"denial of boarding" occurs when a passenger is not permitted to occupy a seat on-board a flight because the number of seats that may be occupied on the flight is less than the number of passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation, and are present at the boarding gate at the required boarding time.

"destination" is a deliberate break of a journey initiated by the passenger and agreed to in advance by the Marketing Carrier at a point after the place of departure but before the ultimate destination has been reached. The deliberate break must be for a purpose other than changing aircraft. Transportation to a destination may involve multiple flight segments on a single ticket/itinerary.

"disability" means any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment — or a functional limitation — whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person's full and equal participation in society.

"emotional support dogs (ESD)" means a dog that provides emotional support, comfort, or therapeutic benefits to meet the disability-related needs of a person with a disability, but has not been individually trained by an organization or person specializing in such training to perform a specific task to assist the person with a disability-related need.

“EUR” means Euros.

“European Union (EU)” means any one of the sovereign nation states that have acceded to the EU. In accordance with Article 299(2) of the Treaty Establishing the EU, this tariff also applies to overseas departments, namely Guadeloupe, French Guyana, Martinique, Reunion Island, the Azores, Madeira and the Canary Islands.

“family booklet” (“livret de famille”) means an official document given at the birth of the first child in a family or at the time of marriage. It presents extracts of civil status records of family members. It must be updated on the occasion of any event occurring after its delivery (marriage, birth, adoption, divorce, death, etc.).

“flight coupon” means that portion of the ticket which is either held electronically in the Marketing Carrier’s database or on paper when a paper ticket is issued to a passenger. It indicates the particular points between which the passenger is entitled to transportation.

“Force majeure” means any unforeseeable circumstances beyond the Operating 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, pandemics, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported.

“IATA” means the International Air Transport Association.

“ICAO” means the International Civil Aviation Organization.

“immediate family” means spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law. Adopted and step members are also included in immediate family.

“Infant” means a person who has not reached his/her second birthday as of the date of commencement of travel.

“international transportation” means air transportation between Canada and a point in the territory of another country.

“involuntary refunds” means any refund made in the event:

- the passenger is prevented from using all or a portion of their ticket;
- the passenger's original class of service is changed to a lower class of service; or

- the passenger is unable to use any additional service purchased in situations set out in:
 - Rule 90: Delay or cancellation – outside the Operating Carrier’s control
 - Rule 91: Delay or cancellation – within the Operating Carrier’s control and within the Operating Carrier's control but required for safety purposes
 - Rule 95, Denial of boarding – outside the Operating Carrier’s control,
 - Rule 96, Denial of boarding – within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes, or
 - Rule 121, Liability of the Operating Carrier for loss, damage to or delay of baggage, passenger delay or death or bodily injury – international transportation.

“itinerary/receipt” means a travel document or documents the Marketing Carrier or its agent issues to the passenger travelling on a ticket. The itinerary/receipt contains the passenger’s name, flight information and notices relevant for the journey. This document is to be retained by the passenger during the entire journey.

"Large Carrier APPR" is a carrier that has transported a worldwide total of two million passengers or more during each of the two preceding calendar years.

"Large Carrier ATPDR" is a carrier that has transported a worldwide total of one million passengers or more during each of the two preceding calendar years.

“Marketing Carrier” means Air Caraïbes in relation to the code-share with the Operating Carrier.

"mobility aid" means any manual or electric wheelchair, scooter, boarding chair, walker, cane, crutch, prosthesis or other aid that is specially designed to assist a person with a disability with a need related to mobility.

“N/A” means Not Applicable.

“normal fare” means the highest priced fare established for a first, business or economy class service during the period of applicability.

“open-date ticket” means a ticket issued to a passenger without the passenger having specified or made a decision concerning the date of travel. Travel is subject to a specific flight being selected to travel on, an actual reservation for space being confirmed in the Marketing Carrier’s reservation system, a boarding pass being issued and the passenger meeting all Operating Carrier imposed restrictions.

“Operating Carrier” means French bee in relation to the code-share with the Marketing Carrier.

“origin” means the initial starting place of the journey as shown on the ticket.

“passenger” means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the Operating Carrier pursuant to a valid contract of carriage.

“person with a disability” means a person with any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment — or a functional limitation — whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person’s full and equal participation in society.

“priority baggage” means baggage that will be the last items to be stowed in the aircraft hold and the first items to be removed. Aids required for the mobility or well-being of persons with disabilities shall be treated as priority baggage.

“refusal to transport” means, despite a passenger holding a valid ticket, the Operating Carrier will not carry or, if necessary, will remove the passenger from a flight at any point for reasons found in Rule 105, Refusal to Transport.

“required for safety purposes” means required by law in order to reduce risk to passenger safety and includes required by safety decisions made within the authority of the pilot of the aircraft or any decision made in accordance with a *safety management system* as defined in subsection 101.01(1) of the *Canadian Aviation Regulations* but does not include scheduled maintenance in compliance with legal requirements.

“reservation” is a record, either in paper form or in electronic form, of the accommodation held by a passenger on any given flight. The reservation would specify the date and times of travel, flight number and the class of service to be provided to the passenger.

“routing” establishes the possible points via which travel may take place for a specific fare.

“self-reliance” means that a person does not require services related to a disability beyond that normally provided by the Operating Carrier, or beyond that which applicable rules or regulations require the Operating Carrier to provide.

"service dog" means a dog that is required by a person with a disability for assistance and is certified, in writing, as having been trained by a professional service dog institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service dog institution.

"severe allergy" means an allergy to an allergen that may cause a person to experience significant physical distress if they are directly exposed to the allergen.

"situations outside the Operating Carrier's control" include, but are not limited to the following:

- war or political instability;
- illegal acts or sabotage;
- meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
- instructions from air traffic control;
- a NOTAM, (Notice to Airmen) as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;
- a security threat;
- airport operation issues;
- a medical emergency;
- a collision with wildlife;
- a labour disruption within the Operating Carrier or within an essential service provider such as an airport or an air navigation service provider;
- a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority; and
- an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

"Small Carrier APPR" means any carrier that is not a Large Carrier APPR. For greater certainty, Small Carrier APPR means a carrier that has not transported a worldwide total of two million passengers or more during each of the two preceding calendar years. For the purposes of

APPR, the small carrier has the same obligations as a Large Carrier APPR towards a passenger that it carries on behalf of a Large Carrier APPR under a commercial agreement with that carrier.

"Small Carrier Non-ATPDR" means any carrier that is not a Large Carrier ATPDR. For greater certainty, Small Carrier Non-ATPDR means a carrier that has not transported a worldwide total of one million passengers or more during each of the two preceding calendar years.

"special drawing rights (SDR)" is a unit of account of the International Monetary Fund.

"stopover" is, for the purposes of fare construction and establishing the applicable fare or fares which apply to a passenger's itinerary, a deliberate break of a journey initiated by the passenger and agreed to in advance by the Marketing Carrier at a point between the place of departure and the place of ultimate destination. The deliberate break in the journey must be for a purpose other than changing aircraft and might result in a calculation of additional charges as set out in the corresponding fare rules.

"support person" means a person who is needed by a person with a disability, because of the nature of their disability, after departure and before arrival for assistance with eating meals, taking medication, using the washroom, transferring to and from a passenger seat, orientation and communication; or for physical assistance in an emergency, including in the case of an evacuation or decompression.

"tariff" means a schedule of fares, rates, charges or terms and conditions of carriage applicable to the provision of an air service and other incidental services.

"tarmac delay" occurs when a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed.

"ticket" means either a paper or electronic document issued by or on behalf of the Marketing Carrier which includes the passenger's flight coupons. The ticket serves as evidence of payment of air fare and constitutes for the passenger proof of their contract of carriage. In instances where a ticket exists as an electronic document, the Marketing Carrier issues to the passenger, as proof of purchase, an itinerary/receipt.

"travel credit" means a monetary credit that has been issued to the passenger, based on purchased but not used fares and additional services or as compensation provided by the Marketing Carrier pursuant to APPR requirements. The credit may be used as payment towards future travel and it cannot expire.

"ultimate destination" is the ultimate stopping place according to the tariff/contract of carriage as shown on the ticket/itinerary. In round trip itineraries, the ultimate destination and the origin are the same.

"Unaccompanied Minor" means a person who has reached his/her fifth birthday but has not reached his/her 17th birthday as of the date of commencement of travel and wishes to travel unaccompanied in accordance with the terms of Rule 65.

"unchecked baggage" means any baggage (carry-on) accompanying the passenger other than checked baggage.

"voluntary refunds" means a refund of an unused or partially used ticket, or for the difference in cost for a lower class of service for any situation not covered by the APPR, or for an additional service for reasons other than those mentioned under the definition of an involuntary refund.

"voucher" means a document or certificate provided by the Marketing Carrier, either in paper or electronic format, to a passenger which acts as a form of payment. A voucher has a certain monetary value associated with it which is established by the Marketing Carrier and may be used towards the purchase of future travel or additional services offered by the Marketing Carrier or the provision of incidental services such as meals, ground transportation, and hotel accommodation. Vouchers may be provided by the Marketing Carrier as a goodwill gesture.

Rule 5: Application of tariff

(A) General provisions

(1) This tariff shall apply to carriage of passengers and their accompanying baggage, and to all services incidental thereto:

(a) On flights or portions of flights marketed by the Marketing Carrier but operated by the Operating Carrier, unless otherwise stated in this tariff. In this case, the passenger will be informed of the identity of the operating carrier when the reservation is made or at the latest at check-in, and

(b) On free or reduced-Fare carriage.

(2) Carriage will be subject to the rules, rates, fares and charges published or referred to in this tariff, in force on the date of the ticket issuance or, if said date cannot be determined, when the carriage covered by the first ticket flight coupon starts.

(B) Overriding law/severability

(1) The contents of this tariff constitute the contract between the Marketing Carrier and the passenger.

(2) No agent, servant or representative of the Marketing Carrier has the authority to alter, modify, or waive any provisions of this tariff.

(3) Should there be a conflict between this tariff and any other document issued or posted by the Marketing Carrier, this tariff will prevail, to the extent that it is not contrary to an applicable law, government regulation, order or requirement, or to the filed fares, in which case said law, regulation, order, requirement or said fares shall prevail, unless such law, regulation, order, requirement or fares can be waived by agreement of the parties.

(4) Any invalidation of one or more provisions of this tariff shall not have any effect on the validity of the other provisions, unless the ticket could not continue to apply without the provision that has been declared null and void, and that it is decisive and essential for the existence of the aforementioned ticket.

(5) Except as may be required by applicable laws, government regulations, orders and requirements, the Marketing Carrier's rules, regulations and conditions of carriage

as found in this tariff are subject to change without notice provided that no such change shall apply to a contract of carriage after the carriage has commenced.

- (6) This tariff has been drawn up pursuant to the Montreal Convention of May 28, 1999, Canadian laws and regulations, and the European law in force.

(C) Self identification – large or small carrier

Note: local laws may also apply in addition to the rules in this Tariff, the APPR or ATPDR. If applicable, a passenger may also be entitled to rights or benefits under Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights. Passengers have the right to invoke one regime over the other for their claim.

Air Passenger Protection Regulations (APPR)

- (1) The obligations of the carrier under APPR form part of this tariff and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency or incompatibility, but do not relieve the carrier from applying terms and conditions of carriage of this tariff that are more favourable to the passenger than the obligations set out in the APPR.
- (2) **For the purposes of establishing obligations toward passengers under the APPR, the Marketing Carrier declares that it is a Small Carrier APPR.**

Accessible Transportation for Persons with Disabilities Regulations (ATPDR)

- (3) The obligations of the carrier under ATPDR form part of this tariff and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency or incompatibility, but do not relieve the carrier from applying terms and conditions of carriage of this tariff that are more favourable to the passenger than the obligations set out in the ATPDR.
- (4) **For the purposes of establishing obligations toward passengers with disabilities under the ATPDR or otherwise, the Operating Carrier declares that it is a Small Carrier Non ATPDR operating aircraft with 30 or more passenger seats.**

Rule 6: Fees

Fees	(Fee / leg)
Ticketing fee / passenger when a reservation is made via the Marketing Carrier's website	1 € (Soleil Basic & Soleil smart) 5 € (Soleil Flex) 10 € (Caraïbes)
Ticketing fee / passenger when a reservation is made via the Marketing Carrier's call center	40 €
Ticketing fee / passenger when a reservation is made via the Marketing Carrier's airport and city ticket offices	50 €
Modification fee when a modification is made via the Marketing Carrier's call center or the Marketing Carrier's airport and city ticket offices	Ticket purchased from the Marketing Carrier: 10 € Ticket purchased from a third party: 30 €
Fee to add additional services when the request is made via the Marketing Carrier's call center or Marketing Carrier's airport and city ticket offices	5 €

Miscellaneous Fees	(Fee / leg)
Seat choice (Basic / Smart)	25 €
Lounge access (Paris Orly only)	40 €
Priority Boarding and Priority Baggage Delivery	30 €
Priority Boarding	20 €
Priority Baggage Delivery	20 €

Unaccompanied Minor (5-11)	50 €
Unaccompanied Minor (12-17)	50 €

Baggage	(Fee / leg)
1st piece Checked baggage (Soleil Basic)	80 € (at reservation) 90 € (up to 48 hours before the flight) 100 € (from 48 hours before the flight until the Check-in/baggage drop-off deadline)
2nd piece Checked baggage	80 € (at reservation) 100 € (after reservation until the Check-in/baggage drop-off deadline)
Animal in cabin	75 €
Animal in hold	150 €
Dangerous Animal in hold	200 €
Sports equipment	50 €

Part II – Before departure

Rule 10: Application of fares and charges

(A) General

- (1) Applicable fares are those published by or on behalf of the Marketing Carrier or, if not published, constructed in accordance with the Marketing Carrier's tariff.
- (2) Except as otherwise provided for, fares and charges will apply only to air transportation between the airports named on the ticket.

Fares do not include ground transfer services, unless otherwise specified in Rule 26, or accommodation in the event of a connecting flight the next day. Such services will be arranged by the passenger at their own expense and are not subject to the terms of this tariff.

(B) Fares in effect

- (1) Subject to government requirements and this tariff, the applicable fare is the fare in effect on the ticket purchase date, for a journey scheduled on the dates and for the itinerary shown on said ticket, for a given class of carriage. Any change to the itinerary or journey date may affect the applicable fare.
- (2) Any additional charges for optional services with regards to a flight (and not included in the selected fare) will be charged in addition to the fare applicable to the carriage.
- (3) If there is more than one routing associated with a fare, the passenger, prior to their ticket being issued, may specify the routing they prefer. If no routing is specified, the Marketing Carrier may determine the routing.

(C) Erroneous Fares:

- (1) The Marketing Carrier will exercise reasonable efforts to ensure that all fares it publishes are accurate and available for sale, but the Marketing Carrier, as a policy, does not file nor intend to file tickets priced at a zero fare or that are erroneous or reasonably apparent as erroneous. If an erroneous fare is inadvertently published for sale and a ticket is issued at the erroneous fare before it has been corrected, the Marketing Carrier reserves the right to cancel the ticket purchase and refund all amounts paid by the purchaser or, at the purchaser's option, to reissue the ticket for the correct fare. In this event, the Marketing Carrier will also reimburse any reasonable, actual, and verifiable out-of-pocket expenses incurred by the purchaser

in reliance upon the ticket purchase. The purchaser must provide receipts or other evidence of such actual costs incurred in support of any reimbursement request.

(D) Ticket fees

- (1) The fees specified in Rule 6 will be charged to the passenger by the Marketing Carrier for reservations made, depending on the point of sale. All prices are total prices.
- (2) Such fees will be quoted and charged at the time of ticketing and are non refundable.

(E) Taxes, fees and charges

- (1) Any tax, fee or charge imposed by a government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and will be payable by the passenger, except as otherwise provided in the Marketing Carrier's tariff.
- (2) At the time of the ticket purchase, the passenger will be advised by the Marketing Carrier of all the taxes appearing on the ticket. Taxes/fee/charges will be shown separately on the ticket.
- (3) The conditions under which taxes, fees and other charges are imposed, collected or refunded are established by the taxing authority (domestic or foreign) and in all cases will be respected. As a result, the Marketing Carrier will either collect new or higher amounts or refund all or a portion of the tax, fee or other charge paid based on the conditions imposed by the taxing authority.
- (4) The Marketing Carrier imposed surcharges (YR/YQ) are non-refundable on non-refundable fares.

(F) Methods of payment

- (1) The following is a list of payment options accepted by the Marketing Carrier for the payment of tickets and services offered by the Marketing Carrier:
 - Credit card or bank debit card, where facilities permit (as specified on the Marketing Carrier's website)
 - Travel credits / vouchers

Rule 25: Currency of payment

(A) General

- (1) Currency provisions are subject to government regulations and applicable foreign exchange regulations.
- (2) The Marketing Carrier may, at its discretion, accept payments in another currency.

(B) Payment in the country of commencement of transportation

- (1) Payment of fares shall be made in the local currency of the country where travel commences, except to the extent that IATA rules provide for the establishment of fares in another currency, or
- (2) In any currency acceptable to the Marketing Carrier, provided that the equivalent of the local currency fare is collected at the bankers' buying rate of exchange in effect on the date of issuance of the airline transportation document.

(C) Payment outside the country of commencement of transportation

- (1) The amount to be paid shall be determined by converting the total amount to be collected, expressed in the currency of the country of commencement of transportation, into the currency of the country of payment at the bankers' buying rate of exchange in effect on the date of the transaction.

(D) Voluntary rerouting

In the event that voluntary rerouting or cancellation results in the reassessment of the fare:

- (1) The fare will be reassessed in the currency of the country of commencement of transportation.
- (2) The local currency fares to be used will be those applicable at the time of commencement of transportation.

- (3) The IATA rate of exchange to be used will be that applicable at the time of original ticket issuance.

(E) Refunds

- (1) The amount of refund shall be converted using the bankers' rate applicable on the date of the refund except as provided in (D)(2) below.
- (2) When the original payment has been made in a currency other than the currency of the country of commencement of transportation, refunds in the same currency as originally tendered will be made at the exchange rate used for the original payment.

Rule 26: Ancillary Services

- (1) This tariff is not applicable to transportation provided by means of bus or train for which the ticket was issued in conjunction with air transportation and where travel on those other modes of transportation are part of the contract of carriage issued by the Marketing Carrier.
- (2) If the Marketing Carrier, within the scope of the contract of carriage and subject to the applicable law, agrees to provide for ancillary services other than carriage by air, or if the Marketing Carrier issues a ticket or voucher for carriage or other services, such as, for example, hotel reservations or car hire, the Marketing Carrier will only do so as an agent for a third party (unless explicitly agreed otherwise), even if such carriage is identified under the Airline designator code, and will not be the passenger's counterparty for these services. The carriage or sale conditions that govern the activities of said third parties will be applicable and different liability systems may apply to said ground carriage. The conditions of carriage and the liability systems are available, upon request, from the party that provides the ground carriage.
- (3) The Marketing Carrier does not maintain, operate or provide ground transfer services between airports or between airports and city centres. Any ground transfer service is performed by independent operators who are not and shall not be deemed to be, agents or servants of the Marketing Carrier.
- (4) The Marketing Carrier is not liable for damage to passengers and their baggage during carriage by bus or by rail or by any other form of ground transportation.
- (5) The Marketing Carrier shall make reasonable efforts to meet passenger's requirements concerning the services provided on board the aircraft, in particular drinks, special meals, films, etc. However, the Marketing Carrier may not be held liable if imperatives linked to operating the flight, security or safety do not allow it to provide suitable services, even if such services have been confirmed at the time of reservation.
- (6) If a passenger requires a special meal, he/she must enquire as to the availability thereof when making the reservation (or changing a reservation) or up to 48 hours before departure. Otherwise, the Marketing Carrier cannot guarantee the presence of said special meal on board the flight concerned. If, due to operational constraints, certain requests cannot be met, the Marketing Carrier may not be held liable in any way on this ground.

Rule 30: Classes of service and fares

(A) Premium economy class or class “W”

(1) The premium economy class section will be located in the front of the aircraft, in the area designated by the Operating Carrier as premium economy class.

(2) Separate check-in facilities will be provided for passengers in premium economy class seating, when airport space and staffing permit.

(3) Premium economy class fares:

	PREMIUM ECONOMY (CARAIBES) SMART	PREMIUM ECONOMY (CARAIBES) FLEX
Hand/Cabin baggage	<p>Included:</p> <ul style="list-style-type: none"> - 1 personal item of 4 kg (9 lbs) maximum – max. Length < 16" - Width < 12" - Height < 6" (40 x 30 x 15cm) Examples of accessories: handbag, briefcase or camera. - 1 piece of hand baggage of 12kg (26 lbs) included – max. Length < 21" - Width < 15" - Height < 7" (55 x 40 x 20cm) The total of the three dimensions may not exceed 115 cm. <p>The total weight of the hand baggage and personal item must not exceed 12kg (26lbs).</p>	
Checked baggage	<p>2 pieces of checked baggage of 23kg (50 lbs) each included</p> <p>Maximum total dimensions of baggage (length + width + height) : 158 cm.</p>	
Meals	Included	
Standard Seat Selection	Included	Included
Priority boarding and priority baggage delivery	Included	

(B) Economy class or class “Y”

(1) The economy class section will be located in the area of the aircraft designated by the Operating Carrier as economy class.

(2) Economy class fares:

	ECONOMY (SOLEIL) BASIC	ECONOMY (SOLEIL) SMART	ECONOMY (SOLEIL) FLEX
Hand/Cabin baggage	<p>Included:</p> <ul style="list-style-type: none"> - 1 personal item of 4 kg (9 lbs) maximum – max. Length < 16" - Width < 12" - Height < 6" (40 x 30 x 15cm) Examples of accessories: handbag, briefcase or camera. - 1 piece of hand baggage of 12kg (26 lbs) included – max. Length < 21" - Width < 15" - Height < 7" (55 x 40 x 20cm) The total of the three dimensions may not exceed 115 cm. <p>The total weight of the hand baggage and personal item must not exceed 12kg (26lbs).</p>		
Checked baggage	<p>Not included.</p> <p>Checked baggage (one or two pieces of 23kg (50 lbs) maximum total dimensions of baggage (length + width + height) : 158 cm) can be added by paying the relevant fee as per Rule 6.</p>	<p>1 piece of checked baggage of 23kg (50 lbs) included</p> <p>Maximum total dimensions of baggage (length + width + height) : 158 cm.</p> <p>A second piece of checked baggage* can be added by paying the relevant fee as stated in Rule 6.</p>	<p>1 piece of checked baggage of 23kg (50 lbs) included</p> <p>Maximum total dimensions of baggage (length + width + height) : 158 cm.</p> <p>A second piece of checked baggage* can be added by paying the relevant fee as stated in Rule 6.</p>
Meals	Included		
Standard Seat Selection	Not included	Not included	Included

Rule 40: Reservations

(A) General

- (1) A ticket will be valid only for the flight(s) for which reservation(s) shall have been made, and only between the points named on the ticket or applicable flight coupons.
- (2) The passenger recognizes that personal data has been given to Marketing Carrier for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government agencies. For these purposes, the passenger authorizes Marketing Carrier to retain such data and to transmit it to its own offices, other carriers, or the providers of such services, in whatever country they may be located. All passenger information shall be handled in accordance with applicable legislation and the information available on the Marketing Carrier's website.

(B) Conditions of reservation

- (1) A reservation for space on a specific flight is valid when the availability and allocation of the space is entered into the Marketing Carrier's reservation system, the passenger has paid the appropriate fare and a confirmation number/code is obtained from the Marketing Carrier which authenticates the reservation.
- (2) Subject to payment or other satisfactory arrangements, a ticket will be issued to the passenger by the Marketing Carrier or agent of the Marketing Carrier indicating that the passenger is holding confirmed space for the flight(s) shown on the ticket.
- (3) On any specific flight, the Operating Carrier may limit the number of passengers carried at any specific fare. All fares will not necessarily be available on all flights. The number of seats which the Operating Carrier shall make available on a specific flight will be determined by the Operating Carrier's best judgement as to the anticipated total number of passengers on each flight.
- (4) A passenger who is holding an unused open-date ticket or a portion of that ticket or is in possession of another electronic document issued to the passenger by the Marketing Carrier which entitles the passenger to onward travel, or who wishes to change their reservation for another date, will not be entitled to any preferential right to secure a new reservation.

(C) Cancellation of reservations

- (1) The Operating Carrier may cancel reservations of any passenger:
 - (a) If circumstances require due to situations within the Operating Carrier's control as defined in Rule 1, Definitions and applied in Rule 91, Delay or cancellation – within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes or Rule 96, Denial of boarding – within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes;
 - (b) If circumstances require due to situations outside the Operating Carrier's control as defined in Rule 1, Definitions and applied in Rule 90, Delays or cancellation or Rule 95, Denial of boarding – outside the Operating Carrier's control;
 - (c) If circumstances require due to any situation identified in and applied in Rule 105, Refusal to transport; or,
 - (d) When the passenger has failed to meet check-in or boarding gate requirements set out in paragraph (E) below.
- (2) If the Operating Carrier cancels a passenger's reservation due to (C)(1)(a) (above), the passenger may be eligible to take advantage of the provisions found in Rule 91, Delay or cancellation – within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes or Rule 96, Denial of boarding – within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes.
- (3) If the Operating Carrier cancels a passenger's reservation due to (C)(1)(b) (above), the passenger may be eligible to take advantage of the provisions found in Rule 90, delays or cancellation or Rule 95 Denial of boarding – outside the Operating Carrier's control.
- (4) If the Operating Carrier cancels a passenger's reservation due to (C)(1)(c) (above), the passengers will be treated in accordance with the provisions of Rule 105, Refusal to transport.

(D) Passenger's responsibility

- (1) The passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while

meeting the time limits detailed below. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements.

- (2) A reservation may be cancelled or the Operating Carrier may reassign any pre-reserved seat, without any liability towards the passenger, if the passenger does not comply with all applicable check-in deadlines for his/her flight, or if the passenger is not at the gate and ready for boarding by the applicable boarding deadline. The check-in and boarding deadlines in effect on the date of travel will apply and are posted on frenchbee.com.
- (3) The passenger should provide the Marketing Carrier with the required means of communication specified by the Marketing Carrier (for example, email address and/or telephone numbers) when the Marketing Carrier solicits point of contact information from the passenger in case the Marketing Carrier must communicate with the passenger prior to their departure or at any point during the passenger's itinerary.

(E) Check-in time limits

Check-in/baggage drop-off opening time	Check-in/baggage drop-off deadline*	Boarding gate deadline**
240 minutes	90 minutes	30 minutes

***Check-in and baggage drop-off deadline:** Passengers must check-in, obtain their boarding pass and check all baggage at the baggage drop-off counter before the check in deadline for their flight.

****Boarding gate deadline:** Passengers must be available for boarding at the boarding gate by the boarding gate deadline.

If the passengers' journey includes subsequent flights, it is the passengers' responsibility to check that they are in possession of all the information relating to Check-in and baggage drop-off deadlines for these flights.

Rule 41: Seat assignment for passengers

(A) Applicability

- (1) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.
- (2) This Rule applies subject to Rule 70 Carriage of persons with disabilities and the requirements specified in ATPDR.

(B) Seat assignment

- (1) The Marketing Carrier does not guarantee the assignment of any particular space on the aircraft.
- (2) The Operating Carrier reserves the right to change Passenger seating at any time after booking, in certain circumstances such as schedule irregularity, aircraft substitution, or if the seat is needed to accommodate the needs of a Passenger with a disability. The seat fee will then be refunded, unless Passenger is accommodated in an equivalent seat to his/her satisfaction.
- (3) The passenger may pre-select a seat upon reservation of the ticket once they have purchased their ticket when booking a fare. If a passenger is choosing a specific seat, a fee may be assessed based on the conditions of the fare purchased (unless the seat is required to meet a disability related need – see below). Nonetheless, complimentary seat selection is available at the time of check-in.
- (4) The advance seat selection fees stated in Rule 6 will be charged per passenger.
- (5) Seat selection fees will be refunded if:
 - (i) the flight for which Passenger reserved the seat option is cancelled and the Seat Option could not be provided on the replacement flight,
 - (ii) the Operating Carrier must move the passenger from their pre-paid, pre-selected seat due to an operational reasons related to operational irregularities or security and/or safety requirements,
- (6) A customer having reserved a Seat Option will not be able to obtain a refund for the price of the Seat Option notably in the event that the customer has not respected or fulfilled the present conditions or if the customer is upgraded.

- (7) Exception: A person with a disability who requires a specific seat to meet a disability-related need will not be charged a seat selection fee.

For additional obligations on seat assignment for persons with disabilities, including persons who need additional adjacent seating, see Rule 70.

(C) Assignment of seats to accompanied children under the age of 14 years

- (1) In order to facilitate the assignment of a seat to a person who is under the age of 14 years that is in close proximity to an accompanying person (parent, guardian or tutor), the Marketing Carrier will, at no additional charge:

- (a) assign a seat before check-in to the person who is under the age of 14 years that is in close proximity to the accompanying person, or
- (b) if the Marketing Carrier does not assign seats prior to check-in, in accordance with paragraph (a), the Operating Carrier will:
 - (i) advise passengers before check-in that the Operating Carrier will facilitate seat assignment of children in close proximity to an accompanying person at no additional charge at the time of check-in or at the boarding gate,
 - (ii) assign seats at the time of check-in, if possible,
 - (iii) if it is not possible to assign seats at the time of check-in, the Operating Carrier will, via an announcement at the gate, ask for volunteers to change seats at the time of boarding, and
 - (iv) if it is not possible to assign seats at the time of check-in and no passenger has volunteered to change seats at the time of boarding, the Operating Carrier will ask again for volunteers on-board the aircraft to change seats before take-off.

- (2) The Marketing Carrier will not accept a reservation for a Child under 5 years of age who will be travelling alone (irrespective of whether the Child's parent or guardian wishes to use the Operating Carrier's Unaccompanied Minors (UM) service for their Child to travel alone).

- (3) The Operating Carrier will facilitate, pursuant to the steps outlined above, the assignment of a seat to a person who is under the age of 14 years by offering, at no additional charge:

- (a) in the case of a person who is 4 years of age or younger, a seat that is adjacent to their accompanying person's seat;
 - (b) in the case of a person who is 5 to 11 years of age, a seat that is in the same row as their accompanying person's seat, and that is separated from that accompanying person's seat by no more than one seat; and
 - (c) in the case of a person who is 12 or 13 years of age, a seat that is in a row that is separated from the row of their accompanying person's seat by no more than one row.
- (4) If the passenger who is assigned seating in accordance with the provisions above is seated in a lower class of service than their ticket provides, the Marketing Carrier will reimburse the price difference between the classes of service.
- (5) If the passenger who is assigned seating in accordance with the provisions above chooses a seat that is in a higher class of service than their tickets provide, the Marketing Carrier will request supplementary payment representing the price difference between the classes of service.

Rule 45: Stopovers

(1) Stopovers will be permitted under the following conditions:

- (a) Stopovers must be arranged with the Marketing Carrier in advance and specified on the ticket.
- (b) Specific fare rules may not permit stopovers or limit the number of stopovers allowed or there may be an additional charge for stopovers based on the fare purchased by the passenger. Refer to the rule applicable to the fare in question for further information.
- (c) For travel to/from Canada except within Canada and between Canada and the U.S.A: No stopover will have occurred if the passenger departs the connecting point on the date of arrival or if there is no scheduled connecting departure on the date of arrival, the passenger's departure occurs the next day and within 24 hours of arrival at the connecting point.

Rule 54: Interline baggage acceptance

Definitions

"Baggage rules" means the conditions associated with the acceptance of baggage, services incidental to the transportation of baggage, allowances and all related charges. For example, baggage rules may address the following topics:

- The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
- The number of checked and unchecked passenger bags that can be transported and the applicable charges;
- Excess and oversized baggage charges;
- Charges related to check-in, collection and delivery of checked baggage; • Acceptance of and charges related to special items, e.g. surf boards, pets, bicycles; • Baggage provisions related to prohibited or unacceptable items, including embargoes;
- Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card); and,
- Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges.

"Interline Agreement" means an agreement between two or more carriers to co-ordinate the transportation of passengers and their baggage from the flight of one air carrier to the flight of another air carrier (through to the next point of stopover).

"Interline Itinerary" means all flights reflected on a single ticket involving multiple air carriers.

"Interlining Carrier(s)" includes both the Selecting Carrier and other carriers who have been identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

"Most Significant Carrier (MSC)" is determined by a methodology, established by IATA (Resolution 302), which establishes, for each portion of a passenger's itinerary where baggage is checked through to a new stopover point, which carrier will be performing the most significant part of the service.

For travellers under the Resolution 302 system, the baggage rules of the MSC will apply.

For complex itineraries involving multiple checked baggage points, there may be more than one MSC, resulting in the application of differing baggage rules through an itinerary.

"Most Significant Carrier (MSC) – IATA Resolution 302 as conditioned by the Agency" means that in this instance, the MSC is determined by applying IATA Resolution 302 methodology as conditioned by the Agency in its Decision No. 144-A-2014.

The Agency's reservation has stipulated that only a single set of baggage rules may apply to any given Interline Itinerary.

The aim of the Agency's reservation is to allow the Selecting Carrier to use the MSC methodology to determine which carrier's baggage rules apply to an international Interline Itinerary to or from Canada, while reinforcing the role of tariffs in the determination of which carrier's rules apply.

"operating carrier" means the carrier that operates the actual flight.

"participating carrier(s)" includes both the Selecting Carrier and down line carriers who have been identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

"Selected Carrier" means the carrier whose baggage rules apply to the entire Interline Itinerary.

"Selecting Carrier" means the carrier whose designator code is identified on the first segment of the passenger's ticket at the beginning of an Interline Itinerary issued on a single ticket whose origin or ultimate destination is in Canada.

"single ticket" is a document that permits travel from origin to destination. It may include interline/code-share and intra-line segments. It may also include end-to-end combinations (i.e., stand alone fares that can be bought separately but combined together to form one price).

"Summary page at the end of an online purchase" is a page on a carrier's website which summarises the details of a ticket purchase transaction just after the passenger has agreed to purchase the ticket from the carrier and has provided a form of payment.

"Ultimate ticketed destination" means in situations where a passenger's origin is a non Canadian point and the itinerary includes at least one stop in Canada, as well as at least one stop outside of Canada. If the stop in Canada is the farthest checked point and the stop is

more than 24 hours, the agency would consider the ultimate ticketed destination to be Canada.

(A) Applicability

- (1) This rule is applicable to all Interline Itineraries whose origin or Ultimate ticketed destination is in Canada.
- (2) It establishes how the Marketing Carrier will determine which carrier's baggage rules apply to any passenger's entire Interline Itinerary.

(B) General

- (1) For the purposes of interline baggage acceptance:
 - (a) the carrier whose designator code is identified on the first segment of the passenger's interline ticket will be known as the selecting carrier.
 - (b) any carrier who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket will be known as a participating carrier.

(C) Baggage rule determination by Selecting Carrier

Checked baggage

- (1) The Selecting Carrier will decide which baggage rule to apply to the entire itinerary.
 - (a) When the Marketing Carrier is the Selecting Carrier, it will select and apply its own baggage rules, as set out in this tariff, to the entire itinerary;

Carry-on baggage

- (2) Each operating carrier's carry-on baggage allowances will apply to each flight segment in an Interline Itinerary. Notwithstanding, the carry-on baggage charges that will apply to the entire Interline Itinerary will be those of the Selected Carrier.

(D) Baggage rule application by Interlining Carrier

- (1) Where the Marketing Carrier is not the Selected Carrier on an Interline Itinerary but is an Interlining Carrier that is providing transportation to the passenger based on

the ticket issued, the Marketing Carrier will accept and apply as its own the baggage rules of the Selected Carrier throughout the Interline Itinerary.

(E) Disclosure of baggage rules

- (1) For baggage rules provisions related to a passenger's 1st and 2nd checked bag and the passenger's carry-on baggage (i.e., the passenger's "standard" baggage allowance), when the Marketing Carrier sells and issues a ticket for an Interline Itinerary, it will disclose to the passenger on any summary page at the end of an online purchase and on the passenger's itinerary/receipt and e-ticket at the time of ticketing the baggage information relevant to the passenger itinerary. The disclosed information will reflect the baggage rules of the Selected Carrier.
- (2) The Marketing Carrier will disclose the following information:
 - (a) the baggage rules which apply;
 - (b) passenger's free baggage allowance and/or applicable fees;
 - (c) size and weight limits of the bags, if applicable;
 - (d) terms or conditions that would alter or impact a passenger's standard baggage allowances and charges (e.g. frequent flyer status, early check-in);
 - (e) existence of any embargoes that may be applicable to the passenger's itinerary, if any; and,
 - (f) application of baggage allowances and charges (i.e., whether they are applied once per direction or if they are applicable at each stopover point).
- (3) The Marketing Carrier will disclose on its website, in a convenient and prominent location, a complete and comprehensive summary of all of the Marketing Carrier's own baggage rules, including information concerning:
 - (a) The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
 - (b) The number of checked and unchecked passenger bags that can be transported and the applicable charges;
 - (c) Excess and oversized baggage charges;
 - (d) Charges related to check in, collection and delivery of checked baggage;

- (e) Acceptance of and charges related to special items, e.g. surf boards, pets, bicycles;
- (f) Baggage provisions related to prohibited or unacceptable items, including embargoes (if any);
- (g) Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check in); and,
- (h) Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges.

Rule 55: Baggage

(A) General conditions of acceptance of checked and unchecked baggage

(1) Checked baggage

- (a) The passenger must hand over baggage at the Operating Carrier's check-in desk for the purpose of checking in prior to the Check-in deadline (Rule 40: Reservations).
- (b) Checked baggage must be within the Marketing Carrier's size and weight limits as specified in Rule 30 (for Adult and Child fares) and Rule 60 (for Infant fares).
- (c) As soon as passengers have handed over their baggage at Check-in, under the aforementioned conditions, the Operating Carrier shall take custody thereof and issue passengers with a baggage claim ticket.
- (d) Passengers must affix their name or other identifying information to their baggage.
- (e) Checked baggage will, to the extent possible, be carried in the same aircraft as the passenger unless, for operational or security/safety reasons, the Operating Carrier decides that it will be carried on another flight. In this case, the Operating Carrier will make the baggage available to the passenger at the airport, or if necessary, deliver the baggage to the passenger's place of residence, unless the applicable regulations require that the passenger be present for a customs inspection.
- (f) Passengers are strongly advised not to include in their baggage fragile or perishable items, or valuable items such as currency, jewellery, works of art, precious metals, silverware, securities or other valuables, optical or photographic equipment, computers, electronic and/or telecommunication equipment or devices, musical instruments, passports and identity documents, keys, business documents, manuscripts or deeds, whether individualized or fungible, etc.
- (g) Subject to the applicable regulations, passengers are advised not to carry any medication in their checked baggage.

(2) Unchecked baggage (carry-on baggage)

- (a) Unchecked baggage must be within the Marketing Carrier's size and weight limits to be taken on-board the aircraft as specified in Rule 30 (for Adult and Child fares) and Rule 60 (for Infant fares).
- (b) Unchecked baggage must fit under the seat located in front of the passenger or in the enclosed storage compartment in the passenger cabin of the aircraft.

(B) Excess baggage

- (1) Baggage in excess of the free baggage allowance will be accepted by the Marketing Carrier upon payment of the applicable charge. Details of such charges are specified in Rule 6.

(C) Prohibited items and right to refuse to carry baggage**(1) Passengers must not include in their Baggage:**

- (a) Items that may constitute a hazard to the aircraft, the persons or the property on board, such as those specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA) and in the Operating Carrier's regulations, as applicable (additional information is available upon request from the Marketing Carrier); these items include, in particular, explosives, pressurised gas, oxidising, radioactive or magnetized substances, flammable substances, toxic or corrosive substances and liquid substances of any kind (except for liquids contained in Cabin Baggage and which are intended for personal use by Passengers during their journey).
- (b) Items for which carriage is prohibited or restricted by the applicable law and regulations in force in any departure, arrival, flyover or scheduled transit country;
- (c) Articles that the Operating Carrier has reason to believe are unsuitable for carriage (taking into account, among other things, the type of aircraft in use) due to their weight, size, unpleasant odour, configuration or fragile or perishable nature.
Information on these objects can be provided upon request to the Passenger;
- (d) Firearms and ammunition other than those intended for hunting or sporting purposes which, in order to be accepted as Checked Baggage, must be unloaded

- and suitably packed and have the safety catch on. The carriage of ammunition is subject to the ICAO and IATA Dangerous Goods Regulations, as stated in paragraph (a) above.
- (e) Cutting weapons, stabbing weapons and aerosols that may be used as an attack or defence weapon;
 - (f) Antique weapons, swords, knives and other weapons of this type. This type of item may not be transported in the cabin. They may nevertheless be included in Checked Baggage, subject to acceptance by the Operating Carrier.
 - (g) Live animals, with the exception of pets, subject to compliance with the conditions specified below.
- (2) The Operating Carrier may, for security and/or safety reasons, refuse to carry as Baggage if it contains the items listed in paragraph 1 above, or refuse to continue carrying them, if they are discovered during the course of the journey, or if the passenger has failed to comply with the following:
- (a) Passengers must be fully aware of the contents of all of their baggage.
 - (b) Passengers must not leave their baggage unattended from the time when they pack it and not to accept items from another Passenger or any other person. (c) Passengers will not travel with Baggage entrusted to them by a third party.
- (3) The Operating Carrier may refuse to carry as Baggage any item that is incompatible with air carriage because of its dimensions, shape, weight, contents, configuration or nature, unpleasant odor in particular for security, safety or hygiene reasons, or to preserve the comfort of Passengers. Information on the type of Baggage are available on request.
- (4) The Operating Carrier may refuse to carry Baggage that it considers to be improperly packed or placed in unsuitable containers. Information on the packaging and the containers which are not adapted are available on request.
- (5) The Operating Carrier may refuse to carry Baggage for which the Passenger has refused to pay the surcharge as defined point B "Excess Baggage" or baggage that does not comply with the Marketing Carrier's Baggage policy (due to its weight or number).
- (6) The Operating Carrier has no obligation to take custody of refused Baggage and/or items.

(D) Excess value

- (1) For all checked baggage for which the value exceeds the liability limits defined by the Convention, passengers should personally insure all their baggage prior to the journey.

In the event of destruction, loss, damage or delay, compensation will be paid in accordance with the provisions of Rule 121.

(E) Right of search

- (1) For security and/or safety purposes and/or on the request of the authorities, the Passenger may be asked to undergo a search or a scan of his or her baggage (using X rays or another technique). If a passenger is not available, his or her baggage may be scanned or searched in his or her absence, in order to check, in particular, whether it contains the items referred to in Point C above. If a passenger refuses to comply with such requests, the Operating Carrier may deny them and their baggage carriage.

(F) Acceptance of musical instruments as baggage

- (1) Musical instruments will be considered as part of the passenger's baggage allowance, carriage of which will be dependent on the fare purchased.
- (2) Small musical instruments as carry-on baggage: the Operating Carrier will permit a passenger to bring on-board the aircraft cabin a small musical instrument, such as a violin or flute, as part of passenger's carry-on baggage allowance, provided that:
 - (a) it complies with the number of items specified in the fare and the following size dimensions: 55 x 45 x 25 cm.
 - (b) the instrument can be stowed safely in a suitable baggage compartment in the aircraft cabin or under the passenger seat, in accordance with the Marketing Carrier's requirements for carriage of carry-on baggage; and,
- (3) Musical instruments as carry-on baggage (cabin seat baggage): the Operating Carrier will permit a passenger to bring on-board the aircraft cabin, and be transported as cabin seat baggage, a musical instrument if:
 - (a) the instrument is contained in a case or covered so as to avoid injury to other passengers;

- (b) the weight of the instrument, including the case or covering, does not exceed 75 kilograms or the applicable weight restrictions for the aircraft;
 - (c) the instrument can be stowed safely and securely in accordance with the Operating Carrier's requirements;
 - (d) neither the instrument nor the case contains any object not otherwise permitted to be carried in an aircraft cabin; and,
 - (e) the passenger wishing to carry the instrument in the aircraft cabin has purchased an additional seat to accommodate the instrument.
- (4) Musical instruments as checked baggage: the Operating Carrier will permit a passenger to transport as checked baggage a musical instrument that cannot be carried in the aircraft cabin if:
- (a) the sum of the length, width, and height measured in centimetres of the outside linear dimensions of the instrument (including the case) does not exceed 158 centimetres or the applicable size restrictions established for the aircraft;
 - (b) the weight of the instrument (including the case) does not exceed 23 kilograms or the applicable weight restrictions established for the aircraft;
 - (c) the instrument can be stowed safely and securely in accordance with the Operating Carrier's requirements; and
 - (d) the passenger has paid the applicable checked baggage fee.
- (5) Delicate musical instruments are not suitable for carriage as checked baggage. Passengers should contact the Operating Carrier or review its website for more information about which musical instruments are not suitable for carriage.
- (6) If due to substitution of aircraft, there is insufficient space to safely stow the musical instrument in the cabin, the Operating Carrier will offer, at no additional charge:
- (a) to carry the instrument as cabin seat baggage, if space on-board and the nature of the instrument allows it; or alternatively
 - (b) to accept the instrument as checked baggage
- If neither (6)(a) nor (b) are satisfactory, the Operating Carrier will offer the passenger rerouting options, at no additional charge, and if no rerouting options

are satisfactory, the Marketing Carrier will involuntarily refund the passenger pursuant to Rule 125.

Part III – At the airport/ during travel

Rule 60: Acceptance of children for travel

(A) General

- (1) The age limits referred to in this rule shall be those in effect on the date of commencement of travel.
- (2) Exception: Infants who reach their second birthday during their travel will be considered as an Infant on the outbound flight and a Child on the return flight (he/she will be required to occupy a seat and pay the applicable Child fare).

Accompanied Children

- (3) All children, two years of age or older, must be ticketed and assigned a seat.
- (4) All children, 12 years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an Adult for fare purposes.
- (5) Persons entrusted with the care of Infants and children must be capable of discharging this duty.
- (6) Passengers travelling with their Child but not having the same name must bring an official document confirming the affiliation (e.g. birth certificate or family booklet ("*livret de famille*")).
- (7) The Child and the accompanying passenger must travel in the same cabin. If this is not the case, the Child is considered an Unaccompanied Minor (UM). **Infants**
- (8) Infants under two years of age on the date of travel do not require a seat.
- (9) Infants under two years of age require a ticket which will be charged at 10% of the Adult fare.
- (10) An Infant fare includes the following baggage:

	ECONOMY (SOLEIL) BASIC	ECONOMY (SOLEIL) SMART and FLEX	PREMIUM ECONOMY (CARAIBES) SMART and FLEX
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Checked baggage	Not included	1 piece of checked baggage of 10kg (22lbs) - maximum total dimensions of baggage (length + width + height): 158 cm. 1 stroller (cabin or hold format)	1 piece of checked baggage of 10kg (22lbs) - maximum total dimensions of baggage (length + width + height): 158 cm. 1 stroller (cabin or hold format)
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- (11) Only one Infant under the age of two years may be held in the lap of an accompanying passenger aged 18 years old or over.
- (12) No single passenger shall be responsible for more than two Infants. However, one of the Infants must occupy a seat which has been purchased for the Infant and the Infant must be secured in an approved child restraint system (car seat).
- (13) Infants under two years of age occupying a seat must be properly secured in a Transport Canada approved child restraint device.

(B) Documentation

- (1) All children who are passengers, whether travelling accompanied by a parent, guardian, or tutor or unaccompanied, must be in possession of the required documentation which is applicable to the points which they will be flying to, from and between.
- (2) For all international transportation, the Operating Carrier may require presentation of the following documents when children are travelling by air:
- (a) Passport;
 - (b) Documents establishing legal custody;
 - (c) Consent letter authorising travel (e.g. when Child is taking a trip alone or with only one parent);
 - (d) Supporting identification, such as a birth certificate or citizenship card;
 - (e) Other legal documents, such as divorce papers, custody court orders or a death certificate (if one parent is deceased);
 - (f) Any other documentation required for entry into or travel via the countries on their itinerary. Passengers should verify with the nearest embassy or consulate of each country to be visited about additional entry requirements and check for other laws and regulations affecting children.

Rule 65: Unaccompanied Minors

(A) General

- (1) For purposes of this Rule, “guardian” is any person having responsibility over the welfare of a Child.
- (2) The Marketing Carrier offers a supervision service called the Unaccompanied Minor service (UM service) for all children who have achieved the minimum age of 5 years. This service is either mandatory or optional, depending upon the age of the Unaccompanied Minor (as specified below).

(B) Age restrictions

- (1) Children less than 5 years of age are not eligible to use the UM service, and must always be accompanied by their parent or a person who is at least 18 years old when travelling.
- (2) Unaccompanied Minors aged between 5 and 11 years of age may only travel unaccompanied if they are using the UM service, outlined below.
- (3) Unaccompanied Minors from age 12 up to a maximum of 17 years of age can also use the UM service at the request of their parent/guardian. Please note, however, that if a guardian requests the UM service for an Unaccompanied Minor between these ages, all travel restrictions applicable to the UM service will apply.

(C) Fares and charges

- (1) Unaccompanied Minors travelling on the UM service provided by the Marketing Carrier will be subject to the applicable Adult fare.
- (2) The charge specified in Rule 6 will be applied for using the UM service.

(D) Conditions of application for unaccompanied travel

- (1) Arrangements and registration for the UM service must be made with the Marketing Carrier before the Check-in time limits specified in Rule 40.

- (2) The Unaccompanied Minor must be brought to the airport of departure by a parent/guardian who remains with the Unaccompanied Minor until the Operating Carrier starts providing supervision. The parent/guardian will complete all the required documents which include providing the Operating Carrier with satisfactory evidence that the Unaccompanied Minor will be met by another parent/guardian or other responsible person.
- (3) The parent/guardian or other responsible person who will be meeting the Unaccompanied Minor at the destination airport must have photo identification which will allow the Operating Carrier's personnel to identify this person as the appropriate person designated to meet the Unaccompanied Minor.
- (4) The parent/guardian will be required to remain at the airport of departure until the aircraft has departed.
- (5) The parent/guardian must provide the Operating Carrier with the name and phone number of a person who can be contacted in case of emergency during the time the Unaccompanied Minor is in the Operating Carrier's care.
- (6) Once the Unaccompanied Minor is under the Operating Carrier's care, the Unaccompanied Minor will be provided supervision by the Operating Carrier until they are met at destination by a parent/guardian or other responsible person who can confirm to Operating Carrier personnel by means of photo identification that they are the person(s) designated to meet the Unaccompanied Minor.
- (7) An Unaccompanied Minor with a medical condition or an Unaccompanied Minor with a disability may not be accepted for travel unaccompanied. Medical information and/or documents (for example, a medical certificate) may be required for any UM service to be offered to an Unaccompanied Minor with a medical condition or a disability.

Rule 70: Carriage of persons with disabilities - Small Carrier Non-ATPDR operating aircraft with 30 or more passenger seats

(A) Acceptance for carriage

- (1) This rule applies to the transportation of persons with disabilities by the Operating Carrier, which is a Small Carrier Non-ATPDR, that operates aircraft with 30 or more seats, on its international transportation services.
- (2) The Operating Carrier will accept the determination made by or on behalf of a passenger with a disability as to self-reliance, unless doing so would impose undue hardship on the Operating Carrier (for example, if it would jeopardise security, public health or public safety).
- (3) The Operating Carrier will not refuse to transport a person with a disability unless the transportation of the person would impose an undue hardship on the Operating Carrier.
- (4) If the Operating Carrier refuses to transport a person with a disability for reasons related to their disability, it will, at the time of the refusal, inform the person of the reasons for the refusal.

In addition, within 10 days of the refusal, the Operating Carrier will provide the person with a written notice setting out the reasons for the refusal including:

- (a) the evidence of undue hardship, such as a medical report, an expert opinion, or an engineering report that demonstrates that the risk is significant enough that it would be unreasonable to waive or modify a requirement;
- (b) any relevant rule, policy, procedure or regulation; and,
- (c) the duration of the refusal and the conditions, if any, under which the Operating Carrier would accept the person for transport.

(B) Reservations - Services for which advance notice is required

(1) The services identified below will be provided at no additional fare or charge.

Exception: in the case of (6)(b), the Marketing Carrier will require an additional fare to be paid when the person requires an additional adjacent seat.

(2) If a person with a disability identifies the nature of their disability when making a reservation with the Marketing Carrier, the Marketing Carrier will to the extent possible:

(a) discuss with the person their needs in relation to their disability and the services offered by the Operating Carrier in relation to those needs;

(b) before assigning a passenger seat to a person with a disability, inform the person of the passenger seats that are available in the class of service that the person has requested and that have equipment and facilities that best meet the accessibility needs of that person, such as a wheelchair-accessible washroom or a passenger seat that has additional leg room, a larger seat pitch or movable armrests; and,

(c) in assigning a passenger seat to a person with a disability, take into account the person's opinion with respect to which seats would best meet the accessibility needs of that person.

(3) The Marketing Carrier will advise the person if information and/or documents are required to permit the Marketing Carrier to assess their request. The Marketing Carrier will also advise the person that the information and/or documents must be filed within 48 hours and that the assessment of the request may take up to 2 business days after receipt of the information and/or documents.

(4) As an alternative means to using its website to make or modify a reservation, the passenger with a disability may use the Marketing Carrier's call centre or make a request online on the Marketing Carrier's website.

Every reasonable effort

(5) If a passenger requests a special service at least 48 hours prior to departure, the Operating Carrier will, to the extent possible, provide the service.

If a passenger requests a service less than 48 hours prior to departure, the Operating Carrier will make every reasonable effort to provide the service, even if the person does not comply with any requirement in this section, to provide

advance notice or to provide information and/or documents to permit the Operating Carrier to assess the request, pursuant to the applicable regulations and taking particular account of the time frame and the specific nature of the assistance requested.

Services – 48 hours advance notice

(6) Subject to the Marketing Carrier's requirement for a person with a disability to provide information and/or documents identified in (11) below, the Operating Carrier will provide the following services if requested by a person with a disability at least 48 hours prior to the scheduled time of departure of the person's flight:

- (a) Assign a passenger seat to a person with a disability, taking into account the person's opinion with respect to which seats would best meet the accessibility needs of that person;
- (b) Provide additional adjacent seats, meaning seats which are next to the seat of the person with a disability, in the following three situations:
 - (i) When the person with a disability must travel with a support person for transport if, because of the nature of their disability, the person with a disability, after departure and before arrival, needs assistance with eating meals, taking medication, using the washroom, assistance with transferring to and from a passenger seat, assistance with orientation or communication, or physical assistance in the event of an emergency, including in the case of an evacuation or decompression;
 - (ii) When the size of a service dog belonging to a person with a disability is such that the person's seat does not provide sufficient floor space for the dog to lie down at the person's feet in a manner that ensures the safety and well-being of the dog and the person; or
 - (iii) When a person with a disability needs more than one seat because of the nature of their disability, for example, if they are a person who has a fused leg or who is disabled by severe obesity;
- (c) Accept for transportation a mobility aid and/or other Assistive Device, as per section (F) below;
- (d) Accept for transportation a service dog, as per section (G) below;
- (e) Assist the person in proceeding to the boarding area after check-in;

- (f) Assist the person in proceeding through any security screening process at the terminal, including by
 - (i) providing personnel to assist the person through the process, or
 - (ii) collaborating with the relevant security authority to permit a person who is not travelling with the person with a disability to have access to the security screening checkpoint so that they may assist the person with a disability to proceed through the process;
- (g) Before boarding, transfer the person between the person's own mobility aid and a mobility aid provided by the Operating Carrier;
- (h) Permit the person to board in advance of other passengers if:
 - (i) the person requests assistance with boarding, locating their passenger seat or cabin, transferring between a mobility aid and their passenger seat or storing carry-on baggage;
 - (i) in the case where the person is blind or has any other visual impairment, the person requests a description of the layout of the aircraft, or of the location and operation of operating controls at the person's passenger seat; or,
 - (ii) in the case where the person is disabled due to a severe allergy, the person requests to clean their passenger seat to remove any potential allergens;

If the person has requested the assistance in (i) or (ii) above, the Operating Carrier may require the person to board in advance of other passengers or, if they arrive at the boarding area after priority boarding, to board after the other passengers.
- (i) Assist the person in boarding and disembarking;
- (j) Before departure and on arrival at the destination, transfer the person between a mobility aid and the person's passenger seat;
- (k) Provide the person with an on-board wheelchair;
- (l) Provide the person with a personal electronic device where the aircraft's entertainment system does not offer closed captioning and audio descriptions;

- (m) Establish a buffer zone around the passenger seat of a person who has a disability due to a severe allergy by providing the person with a passenger seat that is in a bank of seats other than the bank of seats in which the source of the allergen is located;
 - (n) Ensure that any public announcement that is made on-board is made in an audio format or a visual format that is accessible to a person with a disability;
 - (o) Assist the person in proceeding through border clearance (immigration and customs);
 - (p) Assist the person in retrieving their checked baggage;
 - (q) Assist the person, after disembarkation, in proceeding to the general public area;
 - (r) Assist the person, after disembarkation, in proceeding to a location where the person may receive assistance either
 - (i) from a member of the terminal operator's personnel to proceed to the curbside zone, or
 - (ii) from a member of the receiving carrier's personnel to transfer to another segment of their trip within the same airport.
 - (s) Provision of therapeutic oxygen or need to use a personal respiratory device;
 - (t) Provision of hazardous materials packaging for batteries or other Assistive Devices that are and require to have such packaging.
- (7) Special service requests should be made at the time of reservation and as far in advance as possible.
- (8) Passengers with a disability requiring special seating accommodation for travel flights marketed by Marketing Carrier and operated by another carrier must either contact the Marketing Carrier reservations or the operating carrier at least 48 hours prior to departure.
- (9) While the Operating Carrier will make reasonable efforts to keep members of the travelling party of the Passenger with disability seated together or near one another, nothing herein shall be construed as creating an obligation for the Operating Carrier to do so excluding any Support Person required by the Passenger's disability.

- (10) Passengers with disabilities will not be permitted to occupy seats in designated emergency exit rows, over-wing emergency exit rows or where the ventral stair may have to be used as an emergency exit or the upper deck of any aircraft with more than one deck.
- (11) The Marketing Carrier will, without delay, indicate in the record of a person's travel reservation the services that the Marketing Carrier will provide to the person. A written confirmation of the services will be included in the itinerary that is issued to the person.

If a service is confirmed only after the itinerary is issued, the Marketing Carrier will, without delay, provide a written confirmation of the service.

Services – information and/or documents required to be filed with the Marketing Carrier

- (12) The Marketing Carrier will require the person to file any information and/or documents, including a medical certificate, that are reasonably necessary to permit the Operating Carrier to assess the person's request.
- (13) Notwithstanding (11) above, the Marketing Carrier retains the right to require information and/or documents to assess any other requests for services to be provided to, as well as to substantiate the fitness to travel of persons with disabilities, with the exception of those services identified in (C) below.
- (14) Where the Marketing Carrier requires the person to file information and/or documents for a request for services identified above, they must be filed with the Marketing Carrier at least 48 hours, including one full business day, prior to the scheduled time of departure of the person's flight to ensure that the Operating Carrier has sufficient time to assess the request.
- (15) The Operating Carrier may not provide the services identified above if the Marketing Carrier has required the person to file information and/or documents and:
- (a) any of the conditions referred to above are not met or the information and/or documents provided are not reasonably sufficient to permit the Operating Carrier to assess the request,
 - (b) the request has not been made 96 hours in advance of travel, and
 - (c) the Operating Carrier has made every reasonable effort to provide the service but cannot do so.

- (16) If, on the request of the Marketing Carrier, a person with a disability provides the Marketing Carrier with information and/or documents in relation to a request for service, the Marketing Carrier will offer to retain an electronic copy of the information and/or documents for a period of at least three years for the purpose of permitting the Marketing Carrier to use the information and/or documents if the person makes another request for a service.

(C) Services for which no advance notice is required

- (1) The services identified below will be provided at no additional fare or charge and the Marketing Carrier will not require a person with a disability requiring the below services to file information and/or documents, including medical certificates.
- (2) Regardless of when a person with a disability makes the request for the following services, the Operating Carrier will:
- (a) Assist the person with checking in at the check-in counter;
 - (b) Permit the person, if they are unable to use an automated self-service kiosk or other automated check-in or ticketing process, to advance to the front of the line at a check-in counter or ticket counter;
 - (c) If the person is in a wheelchair, a boarding chair or any other device in which they are not independently mobile while waiting at a terminal for departure after check-in or in order to transfer to another segment of their trip, provide the person with a place to wait that is close to personnel who are available to provide assistance to the person and who will periodically inquire about the person's needs, and attend to those needs;
 - (d) Assist the person in storing and retrieving their carry-on baggage;
 - (e) In the case of a person who is blind or has any other visual impairment,
 - (i) describe to the person, before departure or, if impossible because of time constraints, after departure, the layout of the aircraft, including the location of washrooms and exits, and the location and operation of any operating controls at the person's passenger seat;
 - (ii) describe to the person, if a meal is offered on-board, all the food and beverages that are offered for consumption or provide a menu in large print or in Braille;

- (f) Assist the person in accessing any entertainment content that is offered on board an aircraft;
- (g) Before departure, provide the person with an individualised safety briefing and demonstration;
- (h) Assist the person in moving between their passenger seat and a washroom, including by assisting them in transferring between their passenger seat and an on-board wheelchair;
- (i) Permit a person to use the washroom that has the most amount of space, regardless of where the washroom is located in any part of the aircraft, if the person needs an on-board wheelchair or the assistance of a support person or service dog to use a washroom;
- (j) If a meal is served on-board to the person, assist the person with the meal by opening packages, identifying food items and their location and cutting large food portions; and
- (k) If a person is unable to use the call button to request assistance, periodically inquire about the person's needs.

(D) Support Person

- (1) A Support Person cannot travel with a Child under 5 years old and a Passenger that requires a Support Person.
- (2) A Support Person must travel in the same cabin and must be seated in the adjacent seat of the Passenger requiring such Support Person.
- (3) The Support Person will attend to the personal needs of the Passenger requiring such Support Person during flight, where such is required:
 - (a) assistance with eating, drinking, taking medication,
 - (b) using the washroom,
 - (c) transferring to and from a passenger seat,
 - (d) assisting with orientation or
 - (e) communication or other personal assistance.
- (4) The Support Person must accompany the escorted Passenger at all times.

- (5) The Operating Carrier may require the presence of a Support Person as a condition of providing transportation if the Operating Carrier determines that such an assistant is essential for safety, such as in, but not limited to, the following circumstances:
- (a) a Passenger is unable to establish a means of communication with Operating Carrier's personnel sufficient to receive the safety briefing due to having both severe hearing and vision impairments, or
 - (b) a Passenger is unable to physically assist in the Passenger's own evacuation from the aircraft due to a severe mobility impairment.
- (6) The Operating Carrier may validate what assistance is needed from the Support Person and whether the Passenger requires any assistance or assistance from employees of the Operating Carrier other than that is usually provided by the Operating Carrier employees.
- (7) The fare available at the time of booking will apply to the Support Person.

(E) Medical Clearance

- (1) The Operating Carrier will not require a medical clearance for a person with a disability as a condition of travel, except as permitted by law.
- (2) The Operating Carrier may require a medical certificate when, in good faith and using its reasonable discretion, the Operating Carrier determines there is reasonable doubt that a passenger can complete the flight safely without requiring extraordinary medical assistance.
- (3) In addition, the Operating Carrier will require a medical certificate if Passenger is transporting full or empty syringes for use on board.
- (4) Some of Operating Carrier's flights may be operated by another airline in accordance with a code share agreement. In such cases, the operating company's rules will apply.

(F) Acceptance of mobility aids and other Assistive Devices

Mobility aids

- (1) The Operating Carrier will, on request, carry, free of charge and as priority baggage, a person with a disability's mobility aid, and will permit the person to retain their mobility aid until it becomes necessary to store it for carriage.

- (2) The Operating Carrier will make every reasonable effort to permit a person with a disability who uses a walker or manual folding wheelchair to store it on-board the aircraft.
- (3) Where the aircraft can transport the mobility aid, the Operating Carrier will:
- (a) disassemble and package, where necessary, the aid for transportation and unpackage and reassemble the aid upon arrival; and
 - (b) return the aid promptly upon arrival.
- (4) Where the mobility aid needs to be disassembled and reassembled in order for it to be transported with the person who needs it, the Operating Carrier will provide assistance in dissembling and packaging the aid and unpacking and reassembling the aid. The passenger will provide the Operating Carrier with instructions for the disassembly and reassembly of the mobility aid.
- (5) Notwithstanding (4) above, the Operating Carrier will make every reasonable effort to transport the mobility aid even if written instructions for disassembly and reassembly are not provided by the person with a disability or the aforementioned times are not met.
- (6) The Operating Carrier will refuse to transport a mobility aid where:
- (a) the weight or size of the mobility aid exceeds the capacity of lifts or ramps,
 - (b) the doors to baggage compartments are too small for the mobility aid, or
 - (c) transportation of the mobility aid would jeopardize aircraft airworthiness or violate safety regulations.
- (7) When the Operating Carrier refuses to transport a mobility aid for any of the reasons above, it will:
- (a) at the time of the refusal, tell the person with a disability why their mobility aid was not accepted and provide the reason in writing within the next 10 days; and
 - (b) inform the person with a disability of alternative trips operated by the Operating Carrier to the same destination on which their mobility aid can be transported, and offer to book this for the person at the lesser of the fare for the original trip and the fare for the alternative trip.

Other Assistive Devices

- (8) The Operating Carrier will permit a person with a disability to bring on-board and to retain any small Assistive Device that the person needs during travel, including a cane, crutches, a communication device, an orthotic positioning device or a portable oxygen concentrator, except to the extent that the presence or use of such a device jeopardizes security, public health or public safety.

(G) Acceptance of service dogs

- (1) The Operating Carrier will, on request, accept for transportation a service dog required to assist a person with a disability, and will permit the service dog to accompany the person on board subject to:
- (a) any advance notice requirements contained in (B)
 - (b) any time limits set out in (B) where the Marketing Carrier requires the filing of additional information and/or documents
 - (c) any requirements below.
- (2) Transport of a service dog accompanying a person with a disability will be free of charge (including both fees and fares).
- Exception: the Marketing Carrier will require an additional fare to be paid when the person requires an additional seat to accommodate the size of their service dog.
- (3) The Operating Carrier will make every reasonable effort to accept a service dog for carriage if requested by a person with a disability even if the person does not provide advance notice or any information and/or documents that are requested by the Marketing Carrier.
- (4) The Operating Carrier will permit the service dog to accompany the person onboard the aircraft and to remain on the floor at the person's seat. The service dog will not be permitted to occupy a passenger seat and will be forbidden from occupying the space near the emergency exits.
- (5) On flights lasting 8 hours or more, the Operating Carrier may ask passengers to demonstrate that they are prepared to handle the Animal's hygienic needs during the flight (primarily the natural need to relieve itself) and/or if the customer has taken any items for the Animal (e.g. nappies, medicine) to avoid any health or

sanitation issue on the flight. If this is not the case, the service dog won't be permitted to travel in the cabin.

- (6) The person is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through, in respect of the service dog. In particular, the person is responsible for obtaining valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit of any service dog that is to accompany the person.
- (7) The Operating Carrier may refuse to transport a service dog if the person with a disability fails to have in their possession documentation at the time of check-in which demonstrates that the service dog has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit.
- (8) The Marketing Carrier will require proof of the service dog's training certification at least 48 hours before the departure.
- (9) To the extent permitted or required by law, the Operating Carrier reserves the right to deny transportation to any service dog when reasonably necessary, in the Operating Carrier's sole discretion, for the safety of passengers or crew members or for the prevention of damage to the property of the Operating Carrier or its passengers or employees.
- (10) When travel involves more than one carrier, it is the responsibility of the person to verify the policy of each carrier involved in the itinerary and ensure that the requirements of each carrier have been met and that each carrier is aware of and has agreed to carry the service dog on its own aircraft.

(H) Acceptance of other emotional support dogs (ESD)

- (1) The Operating Carrier will only accept dogs as emotional support animals, in the cabin on direct flights operated by the Operating Carrier to and from Canada. This restriction complies with the Canadian Transportation Agency decision n°105-at-c-a-2023.
- (2) The weight cannot exceed 8kg, including the animal carrier. The emotional support dog (ESD) must fit comfortably in an appropriate soft animal carrier that cannot exceed 43 x 35 x 20cm and be kept in the carrier under the seat in front of the passenger for the duration of the trip. The ESD must be able to stand up and move around comfortably within the carrier. A passenger cannot be seated in an

emergency exit row or first row as the carrier must be placed under the seat in front of the passenger.

- (3) A passenger must provide, at least 96 hours in advance of travel, proof from a physician or medical health professional that they are being treated for a mental health disability and that they require an ESD to accommodate that disability; as well as a veterinary certificate identifying the dog by name and breed and the person with a disability and confirming the dog's current vaccination and health status. They must demonstrate that the ESD meets all travel, entry or exit requirements of the country, province, state or territory they travel to or from, which includes providing all required documentation, as applicable.
- (4) A passenger with a disability travelling with an emotional support dog in compliance with said conditions will not be charged for the transportation of the ESD.
- (5) Travel will be refused should the emotional support dog not fit entirely and comfortably in the carrier, pose a threat to the health or safety of others by exhibiting aggressive or other inappropriate behaviour, or if the passenger removes it from its animal carrier during travel.

Rule 75: Acceptance of pets

(A) General

- (1) The provisions in this section are not applicable to service dogs or emotional support dogs.
- (2) The Operating Carrier will accept for carriage Animals as pets (only domestic dogs and cats), as either checked or carry-on baggage, provided the Animal(s) is/are accompanied by a passenger.
- (3) Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the Animal. The cage or container/kennel must be approved by the Operating Carrier.
- (4) The passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through, in respect of the Animal. In particular, the person is responsible for obtaining valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit of any Animal that is to accompany the person.
- (5) The Operating Carrier may refuse to transport an Animal if the passenger fails to have in their possession documentation at the time of check-in which demonstrates that the Animal has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit.
- (6) To the extent permitted or required by law, the Operating Carrier reserves the right to deny transportation to any Animal when reasonably necessary, in the Operating Carrier's sole discretion, for the comfort or safety of passengers or crew members or for the prevention of damage to the property of the Operating Carrier or its passengers or employees.
- (7) When travel involves more than one carrier, it is the responsibility of the person to verify the policy of each carrier involved in the itinerary and ensure that the requirements of each carrier have been met and that each carrier is aware of and has agreed to carry the Animal on its own aircraft.

(B) Animals as checked baggage

- (1) The number of Animals carried is limited by aircraft type (four (4) per aircraft). Pets will only be carried when explicitly accepted for carriage by the Marketing Carrier at the time of reservation.
- (2) Due to climatic conditions, Animals may not be accepted during certain periods of the year. These black-out periods may be ascertained by contacting the Marketing Carrier.
- (3) The maximum size for the container/kennel (length +width + height) must not exceed 48"x32"x35" cage N°5 or ref 700.
- (4) The maximum allowable weight for both the Animal and container/kennel must not exceed 75 kg.
- (5) If the container/kennel exceeds the maximum size and/or maximum weight mentioned in (3) and (4) above, the passenger must make arrangements with the Marketing Carrier's cargo department.
- (6) The fees specified in Rule 6 must be paid for the transportation of an Animal and its container/kennel (non-refundable).

(C) Pets in the cabin

- (1) The number of Animals carried is limited by aircraft type and per passenger. Pets will only be carried when explicitly accepted for carriage by the Operating Carrier at the time of reservation.
- (2) The maximum size permitted for the in-cabin animal soft container or soft kennel (length + width + height) must not exceed 43x35x20cm.
- (3) In determining the Animals to be carried in the passenger cabin to remain under the limit per flight, priority will be given to service dogs and emotional support dogs.
- (4) The in-cabin container/kennel must be stored under the seat directly in front of the passenger.
- (5) The Animal must remain in the container/kennel for the entire duration of the journey.
- (6) If the container/kennel exceeds the maximum size and/or maximum weight mentioned above, passengers will require to tender the Animal as checked baggage.

- (7) The Operating Carrier may require a passenger with an in-cabin Animal to change seats after boarding to accommodate other passengers. The Marketing Carrier will reimburse seat selection fees or other additional charges related to class of service differences.
- (8) Charge of transportation of Animal and container/kennel are specified on Marketing Carrier's website.
- (9) On flights lasting 8 hours or more, the Operating Carrier may ask passengers to demonstrate that they are prepared to handle the Animal's hygienic needs during the flight (primarily the natural need to relieve itself) and/or if the customer has taken any items for the Animal (e.g. nappies, medicine) to avoid any health or sanitation issue on the flight. If this is not the case, the Animal won't be permitted to travel in the cabin.

Rule 80: Administrative formalities – travel documents, customs and security

(A) General

- (1) The passenger is responsible for obtaining all required travel documents required for his/her journey (passports, visas, permits, tourist cards, health certificates, or other appropriate and necessary identification), including those of any children that are accompanied by the passenger and/or pets travelling with them.
- (2) The passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through and also for complying with the instructions of the carriers concerned.
- (3) The Marketing Carrier or the Operating Carrier will not be liable for any losses or expenses borne by passengers in the event of a failure to comply with the obligations referred to in this Rule 80 or for any aid or information given by any Agent or Employee of the Marketing Carrier to any Passenger in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions, whether given orally, in writing or otherwise.

(B) Travel documents

- (1) Prior to travel, the passenger must be prepared to submit for inspection to the Operating Carrier all travel documents required by the countries concerned (entry, exit and transit countries).
- (2) The Operating Carrier will have the right to make and retain copies of the travel documents presented by the passenger.
- (3) As described in Rule 105, Refusal to transport, the Operating Carrier reserves the right to refuse transportation to any passenger who fails to present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries where travel is intended or whose travel documents do not appear to be in order.

- (4) For international transportation on a passenger's itinerary, the Operating Carrier relies upon the information contained in TravelDoc which may be accessed at www.traveldoc.aero, in order to determine whether a passenger is in possession of the travel documentation required for themselves or any Animal to enter a particular country or to travel via certain countries based on their confirmed itinerary.

(C) Customs and security matters

- (1) Passengers are required to undergo the security (and safety) checks required by governmental or airport authorities, as well as those requested by the Operating Carrier.
- (2) Customs and immigration officials of the various countries travelled to and via by the passenger and any Animal being transported with the passenger, will have the final decision with respect to entry of passengers, or Animals, and these decisions could be different than those of the Operating Carrier when it accepted the passenger or Animal for transportation at the outset of their itinerary.
- (3) Passengers may be called on to be present at the inspection of their baggage (delayed, checked or unchecked) at the request of the customs officers or any other government authority.
- (4) The Marketing Carrier and the Operating Carrier may not be held liable for damage or losses suffered by Passengers as a result of such inspections, in particular if the latter refuse to be present at the inspection of their baggage.
- (5) Passengers must compensate the Marketing Carrier if action, omission or negligence on their part causes damage to the Marketing Carrier or the Operating Carrier due, in particular, to their failure to comply with the provisions of this paragraph (C) or the authorization given to the Operating Carrier to inspect their baggage.
- (6) This provision has been added due to possible penalties the Marketing Carrier or the Operating Carrier may have to pay during a customs inspection, if the Passenger's baggage contains goods for which the carriage is prohibited and the Passenger is not present.

(D) Refusal of entry and passenger liability

- (1) If a Passenger is refused entry to a territory, the Passenger must pay all the resulting charges or fines imposed on the Operating Carrier by the local authorities, as well as

the price of the carriage if the Operating Carrier, due to a government order, is required to return the Passenger to their departure location or elsewhere.

The price paid for the carriage to the destination for which entry to the territory was refused shall not be refunded by the Marketing Carrier.

- (2) If the Operating Carrier has to pay or deposit a fine or penalty or incur expenses of any kind due to the non-compliance, whether voluntary or involuntary, by a Passenger with the law in force in the States concerned, or due to failure to present required documents or the presentation of invalid documents, the Passenger must, at the Operating Carrier's request, reimburse the amounts this paid or consigned and the disbursements incurred.

For this purpose, the Marketing Carrier may use any amount paid to it for non-performed carriage or any amount belonging to the Passenger that is held by the Marketing Carrier.

Rule 90: Delay or cancellation – outside the Operating Carrier's control

(A) Applicability

- (1) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.

(B) General

- (1) The flights and flight schedules listed in the schedule indicators have no contractual value and are solely intended to inform Passengers of the flights offered by the Marketing Carrier.

Said schedule indicators are not definitive and are subject to change after their publication date.

The flight schedules printed on the carriage ticket are deemed, subject to changes for reasons beyond the control of the Operating Carrier, to be an integral part of the contract of carriage.

- (2) Personalised documents, such as a ticket/itinerary issued by the Marketing Carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the Marketing Carrier and the passenger.
- (3) A delay or cancellation that is directly attributable to an earlier delay or cancellation that is due to situations outside the Operating Carrier's control, is considered to also be due to situations outside that Operating Carrier's control if the Operating Carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
- (4) The passenger who attempts to check-in after the Operating Carrier's check-in deadline or presents themselves at the boarding area after the Operating Carrier's boarding time deadline as specified under Rule 40, Check-in time limits, will not receive consideration per Rule 90 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.

- (5) For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121)
- (6) In the case of delay or cancellation at the airport, the Operating Carrier will give priority to assistance to any person with a disability and to Unaccompanied Minors.
- (7) Subject to the Convention, the Marketing Carrier assumes no responsibility for the Passenger making connections not included as part of the itinerary set out in the ticket.
- (8) The Operating Carrier will make all reasonable efforts to transport the Passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
- (9) It is the passenger's responsibility to provide the Marketing Carrier with their contact details so that they can be contacted in the event of a change in the planned schedules as they appear on the ticket.
- (10) The Operating Carrier undertakes to make its best efforts to carry the Passenger and baggage with due diligence, but no particular time is fixed for the commencement or the completion of carriage.
- (11) The Operating Carrier may, without notice, substitute alternate carriers or aircraft and may alter the route, add stopovers or omit the stopping places shown on the face of the ticket in case of necessity.

(C) Alternate arrangements – delay or cancellation outside the Operating Carrier's control

- (1) If a flight is cancelled, or once a flight delay has reached three hours, the Operating Carrier will provide to the passenger, free of charge, a confirmed reservation on the next available flight that is operated by the Operating Carrier, or a carrier with which they have a commercial agreement, travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 48 hours after the departure time that is indicated on that ticket.
- (2) If the Operating Carrier cannot provide a confirmed reservation in accordance with (1) above, the Operating Carrier will, at the passenger's choice:

- (a) provide a refund for any unused portion of the ticket; or,
- (b) make the following alternate travel arrangements, free of charge a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket.

Return to point of origin

- (3) If the passenger's trip no longer serves its purpose because of the disruption, and the passenger is no longer at their point of origin, then the Operating Carrier will provide the passenger, free of charge, with a confirmed reservation for a flight back to the point of origin that accommodates the passenger's travel needs, and refund the entire ticket (as if no part of the trip had been made).

Refund

- (4) A passenger who is eligible to be refunded as per (2) above, may choose a refund, pursuant to Rule 125 (A), General, and (B), Involuntary refunds, at any time prior to being provided with a confirmed reservation.

Comparable services

- (5) To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including the Operating Carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

Refund of additional services

- (6) The Marketing Carrier will refund the cost of any additional services purchased in connection with the passenger's original ticket when the passenger is provided with alternate travel arrangements, if:
 - (a) the passenger did not receive those services; or,
 - (b) the passenger paid for those services a second time.

Higher/lower class of service

- (7) If a higher class of service is booked for the passenger than was originally provided for on the passenger's original ticket, the Operating Carrier will not request supplementary payment from the passenger.

- (8) If the alternate travel arrangements provide for a lower class of service than the original ticket, the Operating Carrier will refund the difference in the cost of the applicable portion of the ticket.

Method used for refund

- (9) Refunds under this section will be made in conformity with Rule 125 (A), General, and (B), Involuntary refunds, will be paid to the person who purchased the ticket or additional service, and will be paid using the method used for the original payment, unless:
- (a) the Operating Carrier has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
 - (b) the refund is offered in another form that does not expire; and,
 - (c) the person confirms, in writing, that the Operating Carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a travel credit).

Refund deadline

- (10) Where a refund is required to be provided under this Rule, it will be provided within 30 days of the flight disruption.

Rule 91: Delay or cancellation – within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes

(A) Applicability

- (1) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
- (2) This Rule applies in respect of the Operating Carrier when there is delay or cancellation due to a situation that is within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes. Rule 91(F) is applicable only if the delay or cancellation is within the Operating Carrier's control and is not required for safety purposes.

(B) General

- (1) The flights and flight schedules listed in the schedule indicators have no contractual value and are solely intended to inform Passengers of the flights offered by the Marketing Carrier.

Said schedule indicators are not definitive and are subject to change after their publication date.

The flight schedules printed on the carriage ticket are deemed, subject to changes for reasons beyond the control of the Operating Carrier, to be an integral part of the contract of carriage.
- (2) Personalised documents, such as a ticket/itinerary issued by the Marketing Carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the Marketing Carrier and the passenger.
- (3) A delay or cancellation that is directly attributable to an earlier delay or cancellation that is within the Operating Carrier's control but is required for safety purposes, is considered to also be within that Operating Carrier's control but required for safety

purposes, if the Operating Carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

- (4) The passenger who attempts to check-in after the Operating Carrier's check-in deadline or presents themselves at the boarding area after the Operating Carrier's boarding time deadline as specified under Rule 40, Check-in time limits, will not receive consideration per Rule 91 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.
- (5) For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121)
- (6) In the case of delay or cancellation at the airport, the Operating Carrier will give priority to assistance to any person with a disability and to Unaccompanied Minors.
- (7) Subject to the Convention, the Marketing Carrier assumes no responsibility for the Passenger making connections not included as part of the itinerary set out in the ticket.
- (8) The Operating Carrier will make all reasonable efforts to transport the Passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
- (9) It is the passenger's responsibility to provide the Marketing Carrier with their contact details so that they can be contacted in the event of a change in the planned schedules as they appear on the ticket.
- (10) The Operating Carrier undertakes to make its best efforts to carry the Passenger and baggage with due diligence, but no particular time is fixed for the commencement or the completion of carriage.
- (11) The Operating Carrier may, without notice, substitute alternate carriers or aircraft and may alter the route, add stopovers or omit the stopping places shown on the face of the ticket in case of necessity.

(C) Alternate arrangements – delay or cancellation – within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes

- (1) If a flight is cancelled, or once a flight delay has reached three hours, the Operating Carrier will provide to the passenger, free of charge, a confirmed reservation on the

next available flight that is operated by the Operating Carrier, or a carrier with which they have a commercial agreement, travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 48 hours after the departure time that is indicated on that ticket.

- (2) If the Operating Carrier cannot provide a confirmed reservation in accordance with (1) above, the Operating Carrier will, at the passenger's choice:
- (a) provide a refund for any unused portion of the ticket; or,
 - (b) make the following alternate travel arrangements, free of charge a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket.

Return to point of origin

- (3) If the passenger's trip no longer serves its purpose because of the disruption, and the passenger is no longer at their point of origin, then the Operating Carrier will provide the passenger, free of charge, with a confirmed reservation for a flight back to the point of origin that accommodates the passenger's travel needs, and refund the entire ticket (as if no part of the trip had been made).

Refund

- (4) A passenger who is eligible to be refunded as per (2) above, may choose a refund, pursuant to Rule 125 (A), General, and (B), Involuntary refunds, at any time prior to being provided with a confirmed reservation.

Comparable services

- (5) To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including the Operating Carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

Refund of additional services

- (6) The Operating Carrier will refund the cost of any additional services purchased in connection with the passenger's original ticket when the passenger is provided with alternate travel arrangements, if:
- (a) the passenger did not receive those services; or,

(b) the passenger paid for those services a second time.

Higher/lower class of service

- (7) If a higher class of service is booked for the passenger than was originally provided for on the passenger's original ticket, the Operating Carrier will not request supplementary payment from the passenger.
- (8) If the alternate travel arrangements provide for a lower class of service than the original ticket, the Operating Carrier will refund the difference in the cost of the applicable portion of the ticket.

Method used for refund

- (9) Refunds under this section will be made in conformity with Rule 125 (A), General, and (B), Involuntary refunds, will be paid to the person who purchased the ticket or additional service, and will be paid using the method used for the original payment, unless:
- (a) the Operating Carrier has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
 - (b) the refund is offered in another form that does not expire; and,
 - (c) the person confirms, in writing, that the Operating Carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a travel credit).

Refund deadline

- (10) Where a refund is required to be provided under this Rule, it will be provided within 30 days of the flight disruption.

(D) Standards of treatment – delay or cancellation – within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes

- (1) If the passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their original ticket and they have waited two hours after the departure time that is indicated on their original

ticket, the Operating Carrier must provide the passenger with the following treatment free of charge:

- (a) food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the passenger; and
- (b) access to a means of communication.

Accommodations

- (2) If the passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their original ticket and if the Operating Carrier expects that the passenger will be required to wait overnight for their original flight or for a flight reserved as part of alternate travel arrangements, the Operating Carrier must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the passenger, as well as transportation to the hotel or other accommodation and back to the airport.

Refusing or limiting treatment

- (3) The Operating Carrier may limit or refuse to provide a standard of treatment referred to in (1), and (2) above if providing that treatment would further delay the passenger.

(E) Compensation – delay or cancellation – within the Operating Carrier’s control and not required for safety purposes

- (1) Compensation for inconvenience is only payable when the delay or cancellation is within the Operating Carrier's control and is not required for safety purposes.
- (2) In case of cancellation or delay of a flight departing from the European Union or an airport in a third country, the Operating Carrier will apply the provisions of the EC Regulation n° 261/2004 to the extent that the EC Regulation or legislation in the third-country provides the passenger with a standard of treatment or compensation beyond that required by the APPR .
- (3) If a passenger is informed 14 days or less before the departure time on their original ticket that the arrival of their flight at the destination that was indicated on their ticket will be delayed, the Operating Carrier will provide the minimum compensation for inconvenience as follows:

- (a) \$125, if the arrival of the passenger's flight at destination that is indicated on the original ticket is delayed by three hours or more, but less than six hours,
- (b) \$250, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours, or
- (c) \$500, if the arrival of the passenger's flight at the destination on the original ticket is delayed by nine hours or more.

Compensation in case of refund

- (4) If the passenger's ticket is refunded in accordance with (C)(2), the Operating Carrier will provide a minimum compensation of \$125.

Deadline to file request

- (5) To receive the minimum compensation referred to above, a passenger must file a request for compensation with the Operating Carrier before the first anniversary of the day on which the flight delay or flight cancellation occurred.

Deadline to Respond

- (6) The Operating Carrier will, within 30 days after the day on which it receives the request, provide the compensation or an explanation as to why compensation is not payable.

Compensation for inconvenience

- (7) If the Operating Carrier is required by this tariff to provide compensation to a passenger, the Operating Carrier will offer it in the form of money (i.e., cash, cheque, or bank transfer). However, the compensation may be offered in another form (e.g. a travel credit) if:
- (a) compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR;
 - (b) the passenger has been informed in writing of the monetary value of the other form of compensation;
 - (c) the other form of compensation does not expire; and
 - (d) the passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

Rule 92: Tarmac delay

(A) General

- (1) Passengers who experienced or are experiencing a tarmac delay may, depending on the circumstances, also find relief pursuant to
 - Rule 90: Delay or cancellation – outside the Operating Carrier's control
 - Rule 91: Delay or cancellation – within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes
- (2) The Contingency Plan for lengthy tarmac delays applicable within Canada is that of the carrier actually operating the flight.

Urgent medical assistance

- (3) If a passenger requires urgent medical assistance while the flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the Operating Carrier will facilitate access to the medical assistance.

Tarmac delay obligations – standards of treatment

- (4) If a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the Operating Carrier will provide passengers with the following treatment, free of charge:
 - (a) if the aircraft is equipped with lavatories, access to those lavatories in working order;
 - (b) proper ventilation and cooling or heating of the aircraft;
 - (c) if it is feasible to communicate with people outside of the aircraft, the means to do so; and
 - (d) food and drink, in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport.

Communications and information

- (5) Once it becomes clear that the aircraft will experience a tarmac delay the Operating Carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

(B) Tarmac delay (over 3 hours) - carrier obligations at an airport in Canada

Passenger disembarkation

(1) If a flight is delayed on the tarmac at an airport in Canada, the Operating Carrier will provide an opportunity for passengers to disembark:

- (a) three hours after the aircraft doors have been closed for take-off; and (b) three hours after the flight has landed, or at any earlier time if it is feasible.

(2) **Exception:** the Operating Carrier is not required to provide an opportunity for passengers to disembark in accordance with (1) (above) if:

- (a) it is likely that take-off will occur less than three hours and 45 minutes after the doors of the aircraft are closed for take-off or after the flight has landed, and,
- (b) the Operating Carrier is able to continue to provide the standards of treatment referred to in (A)(4) (above).

(3) If a passenger opts to disembark pursuant to Rule 92(B)(1) and the passenger fails to make themselves readily available for an immediate departure should that occur, the Operating Carrier:

- (a) cannot guarantee that the passenger can be re-accommodated on to the aircraft,
- (b) will treat the passenger, as appropriate, under the provisions of Rule 90, Delay or cancellation – outside the Operating Carrier’s control or Rule 91, Delay or cancellation – within the Operating Carrier’s control and within the Operating Carrier's control but required for safety purposes.

Priority disembarkation

(4) If the Operating Carrier allows disembarkation, it will, if it is feasible, give passengers with disabilities and their support person, service dog or emotional support dog, if any, the opportunity to leave the aircraft first.

Exceptions

(5) Rule 92(B)(1) does not apply if providing an opportunity for passengers to disembark is not possible, including if it is not possible for reasons related to safety and security or to air traffic or customs control.

Rule 95: Denial of boarding – outside the Operating Carrier's control

(A) Applicability

- (1) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
- (2) This Rule does not prevent a passenger from receiving compensation in the European Union or a third country.
- (3) This Rule applies in respect of an Operating Carrier when there is denial of boarding due to situations outside the Operating Carrier's control.
- (4) This Rule does not apply in the situation of a refusal to transport a passenger due to, for instance, health, safety or security reasons, or where the passenger has failed to follow Operating Carrier's rules or instructions, has inappropriate travel documents or has failed to respect check-in time limits. To see the Operating Carrier's policies in this respect, refer to Rule 105, Refusal to transport.

(B) General

- (1) The Operating Carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
- (2) Personalised documents, such as a ticket/itinerary issued by the Marketing Carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the Marketing Carrier and the passenger.
- (3) The passenger holding a confirmed ticketed reservation must present themselves for carriage in accordance with this tariff having complied fully with the Marketing Carrier's applicable reservation, ticketing, check-in and boarding requirements within the time limits as set out in Rule 40.
- (4) The passenger who attempts to check-in after the Operating Carrier's check-in deadline or presents themselves at the boarding area after the Operating Carrier's boarding time deadline as specified under Rule 40, Check-in time limits, will not

receive consideration per Rule 95 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.

- (5) A denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside the Operating Carrier's control, is considered to also be due to situations outside that Operating Carrier's control if the Operating Carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
- (6) For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121)

(C) Alternate arrangements – denial of boarding outside the Operating Carrier's control

- (1) If there is denial of boarding due to situations outside the Operating Carrier's control, the Operating Carrier will provide alternate travel arrangements, free of charge, to ensure that passengers complete their itinerary as soon as feasible a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, and is travelling on any reasonable air route from the same airport to the destination that is indicated on the passenger's original ticket.

Comparable services

- (2) To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket, including the Operating Carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

Refund of additional services

- (3) The Operating Carrier will refund the cost of any additional services purchased in connection with the passenger's original ticket when the passenger is provided with alternate travel arrangements, if:
 - (a) the passenger did not receive those services; or,
 - (b) the passenger paid for those services a second time.

Higher/lower class of service

- (4) If a higher class of service is booked for the passenger than was originally provided for on the passenger's original ticket, the Operating Carrier will not request supplementary payment from the passenger.
- (5) If the alternate travel arrangements provide for a lower class of service than the original ticket, the Operating Carrier will refund the difference in the cost of the applicable portion of the ticket.

Method used for refund

- (6) Refunds under this section will be made in conformity with Rule 125 (A), General, and (B), Involuntary refunds, will be paid to the person who purchased the ticket or additional service, and will be paid using the method used for the original payment, unless:
 - (a) the Operating Carrier has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;
 - (b) the refund is offered in another form that does not expire; and,
 - (c) the person confirms, in writing, that the Operating Carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a travel credit).

Refund deadline

- (7) Where a refund is required to be provided under this Rule, it will be provided within 30 days of the flight disruption.

Rule 96: Denial of boarding – within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes

(A) Applicability

- (1) This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.
- (2) This Rule applies in respect of the Operating Carrier when there is a denial of boarding due to a situation that is within the Operating Carrier's control and within the Operating Carrier's control but required for safety. (F) is only applicable if the denial of boarding is within the Operating Carrier's control and is not required for safety purposes.
- (3) This Rule does not apply in the situation of a refusal to transport a passenger due to, for instance, health, safety or security reasons, or where the passenger has failed to follow Operating Carrier's rules or instructions, has inappropriate travel documents or has failed to respect check-in time limits or gate cut-off times. See Rule 105, Refusal to transport for the Operating Carrier's policies in this respect.

(B) General

- (1) The Operating Carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
- (2) Personalised documents, such as a ticket/itinerary issued by the Marketing Carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the Marketing Carrier and the passenger.
- (3) The passenger holding a confirmed ticketed reservation must present themselves for carriage in accordance with this tariff having complied fully with the Marketing Carrier's applicable reservation, ticketing, check-in and boarding requirements within the time limits set out in Rule 40.

- (4) A denial of boarding that is directly attributable to an earlier delay or cancellation that is within that Operating Carrier's control but is required for safety purposes, is considered to also be within that Operating Carrier's control but required for safety purposes if that Operating Carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
- (5) The passenger who attempts to check-in after the Operating Carrier's check-in deadline or presents themselves at the boarding area after the Operating Carrier's boarding time deadline as specified under Rule 40, Check-in time limits, will not receive consideration per Rule 96 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.
- (6) For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121)

(C) Denial of boarding – within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes – request for volunteers

- (1) In cases of denial of boarding within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes, the Operating Carrier will not deny boarding to a passenger unless it has asked all passengers if they are willing to give up their seat. As such, the Operating Carrier will make an announcement and ask for volunteers to relinquish their seats from among the confirmed passengers. At the same time, the Operating Carrier will announce what type of benefits passengers will be entitled to should they voluntarily relinquish their seat. The Operating Carrier will advise any passenger who expresses an interest in relinquishing their seat of the amount of compensation a passenger could receive pursuant to (F) if there is a denial of boarding.
- (2) Attempts to find volunteers may take place at the check-in or boarding areas. The Operating Carrier may also seek volunteers before the passenger arrives at the airport. The Operating Carrier will continue to make this request of passengers until it obtains enough volunteers to prevent a denial of boarding or until it determines that it does not, despite its best efforts, have enough volunteers.
- (3) If the Operating Carrier offers a benefit in exchange for a passenger willingly relinquishing their seat in accordance with (1) (above) and a passenger accepts the offer, or if they negotiate a benefit acceptable to both parties, the Operating Carrier

will provide the passenger with a written confirmation of that benefit before the flight departs. A passenger who willingly relinquishes their seat is not considered to be a passenger who has been subject to a denial of boarding by the Operating Carrier and as such, is not entitled to compensation pursuant to (F).

Passenger on aircraft

- (4) The Operating Carrier will not deny boarding to a passenger who is already on-board the aircraft unless the denial of boarding is required for reasons of safety. However, passengers may still elect to volunteer to relinquish their seat if already on-board the aircraft in exchange for benefits agreed upon with the Operating Carrier.

Priority for boarding

- (5) If denial of boarding is necessary, the Operating Carrier will give priority for boarding to passengers in the following order:
- (a) an Unaccompanied Minor;
 - (b) a person with a disability and their support person, service dog, or emotional support dog, if any;
 - (c) a passenger who is travelling with family members;
 - (d) a passenger who was previously denied boarding on the same ticket;
 - (e) all other passengers with confirmed and ticketed reservations in the order in which they presented themselves for check-in.

(D) Alternate arrangements – denial of boarding – within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes

- (1) In the case where there is a denial of boarding for situations within the Operating Carrier's control or within the Operating Carrier's control but required for safety purposes, the Operating Carrier will provide to each passenger, free of charge, the following alternate travel arrangements to ensure that the passenger completes their itinerary as soon as feasible a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, and is travelling on any reasonable air route

from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket.

Refund

(2) If the alternate travel arrangements offered in accordance with (F)(1) do not accommodate the passenger's travel needs, the Operating Carrier will

(a) in the case where the passenger is no longer at the point of origin that is indicated on the original ticket and the travel no longer serves a purpose because of denied boarding, refund the ticket, pursuant to Rule 125 (A), General, and (B), Involuntary refunds, and provide the passenger, free of charge, with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger's travel needs; and

(b) in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 125 (A), General, and (B), Involuntary refunds.

Comparable services

(3) To the extent possible, the alternate travel arrangement must provide services comparable to those of the original ticket, including the Operating Carrier making every reasonable effort to maintain accessible seating assignments and any other accessibility-related accommodation for persons with disabilities.

Refund of additional services

(4) The Operating Carrier will refund the cost of any additional services purchased in connection with the passenger's original ticket when the passenger is provided with alternate travel arrangements, if:

(a) the passenger did not receive those services on the alternate flight; or

(b) the passenger paid for those services a second time.

Higher/lower class of service

(5) If the alternate travel arrangements referred to in (1) above provide for a higher class of service than the original ticket, the Operating Carrier will not request supplementary payment.

(6) If the alternate travel arrangements provide for a lower class of service than the original ticket, the Operating Carrier will refund the difference in the cost of the applicable portion of the ticket.

Method used for refund

(7) Refunds under this section will be made in conformity with Rule 125 (A), General, and (B), Involuntary refunds and will be paid to the person who purchased the ticket or additional service, and will be paid using the method used for the original payment, unless:

(a) the Operating Carrier has informed the person in writing of the monetary value of the original ticket or additional service, and the availability of a refund by the method used for the original payment;

(b) the refund is offered in another form that does not expire; and,

(c) the person confirms, in writing, that the Operating Carrier has informed them of their right to receive the refund by the method used for the original payment and that the person has chosen to receive the refund in another form (e.g. a travel credit).

Refund deadline

(8) Where a refund is required to be provided under this Rule, it will be provided within 30 days of the flight disruption.

(E) Standards of treatment – denial of boarding – within the Operating Carrier’s control and within the Operating Carrier's control but required for safety purposes

(1) Before a passenger boards the flight reserved as an alternate travel arrangement per (E)(1), the Operating Carrier will provide them with the following treatment free of charge:

(a) food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the passenger; and

(b) access to a means of communication.

Accommodations

(2) If the Operating Carrier expects that the passenger will be required to wait overnight for a flight reserved as part of alternate travel arrangements, the Operating Carrier must offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the passenger as

well as transportation to the hotel or other accommodation and back to the airport.

Refusing or limiting treatment

- (3) The Operating Carrier may limit or refuse to provide a standard of treatment referred to (1) and (2) above, if providing that treatment would further delay the passenger.

(F) Compensation – denial of boarding – within the Operating Carrier’s control and not required for safety purposes

- (1) Compensation is only payable when the denial of boarding is within the Operating Carrier's control and is not required for safety purposes.

Compensation for denial of boarding

- (2) If a denial of boarding that is within the Operating Carrier’s control occurs, the Operating Carrier will provide the following compensation for inconvenience to the affected passenger:
- (a) \$900, if the arrival time of the passenger's flight at the destination that is indicated on the original ticket is delayed by less than six hours;
 - (b) \$1,800, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours; and
 - (c) \$2,400, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more.

Payment

- (3) The Operating Carrier will provide the compensation to the passenger as soon as it is operationally feasible, but not later than 48 hours after the denial of boarding.

Estimated arrival time

- (4) If the compensation is paid before the arrival of the flight reserved as part of alternate travel arrangements made pursuant to (D)(1) above, at the destination that is indicated on their ticket, that compensation will be based on the flight's expected arrival time.

Written confirmation

- (5) If it is not possible to provide the compensation before the boarding time of the flight reserved as part of alternate travel arrangements made pursuant to (D)(1) above, the Operating Carrier will provide the passenger with a written confirmation of the amount of the compensation that is owed.

Adjustment

- (6) If the arrival of the passenger's flight at the destination that is indicated on their original ticket is after the time it was expected to arrive when the compensation was paid or confirmed in writing and the amount that was paid or confirmed no longer reflects the amount due in accordance with (2), the Operating Carrier will adjust the amount of the compensation.

Compensation for inconvenience

- (7) If the Operating Carrier is required by (2) above to provide compensation for a denial of boarding to a passenger, the Operating Carrier will offer it in form of money (i.e. cash, cheque, or bank transfer). However, the compensation may be offered in another form (e.g. a travel credit) if:
- (a) compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR.
 - (b) the passenger has been informed in writing of the monetary value of the other form of compensation;
 - (c) the other form compensation does not expire; and (d) the passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

Rule 97: Communication of information – cancellation, delay, tarmac delay, or denial of boarding

(1) In cases where one of the following applies:

- (a) Rule 90, Delay or cancellation – outside the Operating Carrier's control
- (b) Rule 91, Delay or cancellation – within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes
- (c) Rule 92, Tarmac delay,
- (d) Rule 95, Denial of boarding – outside the Operating Carrier's control, or
- (e) Rule 96, Denial of boarding – within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes,

pursuant to the provisions of the APPR, the Operating Carrier will provide the following information to the affected passengers:

- (i) the reason for the delay, cancellation, or denial of boarding;
- (ii) the compensation to which the passenger may be entitled for the inconvenience;
- (iii) the standard of treatment for passengers, if any; and
- (iv) the recourse available against the Operating Carrier, including their recourse to the Canadian Transportation Agency.

(2) In the case of a delay, the Operating Carrier will communicate status updates every 30 minutes until a new departure time for the flight is set or alternate travel arrangements have been made for the affected passenger.

(3) The Operating Carrier will communicate new information to passengers as soon as feasible.

(4) The information of paragraph (1) above will be provided by means of audible announcements. Visible announcements will be provided upon request.

- (5) The information of paragraph (1) above will also be provided to the passenger using the available communication method that the passenger has indicated that they prefer, including a method that is compatible with adaptive technologies intended to assist persons with disabilities.

Rule 98: Schedule irregularities – re-routing

(A) General

- (1) All applicable fare construction rules shall apply to the recalculation of the fare for the new routing.

(B) Voluntary Changes to The First Flight Coupon

- (1) When a passenger requests a change to the Marketing Carrier, flight, date, class of service or sector of the first flight coupon (exchange), a new ticket must be used.
- (2) The new fare shall be calculated from origin to destination of the new journey based on the fares applicable at the time of commencement of the new transportation.
- (3) All other changes to the first flight coupon are reissues and the fare for the revised journey shall be assessed based on the fares in effect on the date of original issue and applicable at the time of commencement of transportation.
- (4) Except as otherwise provided, the fees specified in Rule 6 shall apply.

(C) Involuntary Revised Routings

- (1) In the event that the Operating Carrier cancels a flight, fails to operate according to schedules, substitutes a different type of equipment or different class of service, or is unable to provide previously confirmed space, or the passenger is refused passage or removed, in accordance with Rules 90-97 and 105, the Operating Carrier will either:
 - (a) Carry the passenger on another of its passenger aircraft on which space is available; or
 - (b) Endorse to another carrier or to any other transportation service the unused portion of the ticket for purposes of rerouting; or
 - (c) Reroute the passenger to destination named on the ticket or applicable portion thereof by its own services or by other means of transportation; or
 - (d) Make an involuntary refund in accordance with the provisions of Rule 125.

Rule 105: Refusal to transport

(A) Applicability

- (1) A refusal to transport a passenger only occurs in situations when the Operating Carrier operates a flight on which the passenger had a confirmed reservation but that specific passenger is not permitted to continue their journey on that flight due to any reasons specified in the paragraphs below.
- (2) Refusal to transport can occur at the start of any journey or while the passenger is en route to their destination.

(B) Refusal to transport

The Operating Carrier will refuse to transport, or will remove any passenger at any point, for any of the following reasons:

(1) Government requests and regulations and force majeure

Whenever it is necessary or advisable to:

- (a) comply with any government regulation;
- (b) comply with any government request for emergency transportation; or,
- (c) address force majeure.

(2) Search of passenger and property

When the passenger refuses to permit a search of their person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or other prohibited article(s).

(3) Proof of identity/age or false identity

When the passenger refuses a request to produce government-issued identification to demonstrate proof of identity and show his/her entire face or when the name on the identification does not match the name on the ticket. It is the passenger's responsibility to ensure that the name used at the time of booking corresponds to the one on the travel documents.

The Operating Carrier is required to screen each passenger by looking at the passenger, and in particular the passenger's entire face, to determine if they appear to be 18 years of age or older.

The Operating Carrier is also required to screen each passenger who appears to be 18 years of age or older by comparing the passenger, and in particular the

passenger's entire face, against one piece of government-issued photo identification that shows the passenger's name, date of birth and gender.

(4) Immigration, administrative or other similar considerations

When the passenger is to travel across any international boundary, if:

- (a) The travel documents of the passenger are not in order; or,
- (b) For any reason the passenger's embarkation from, transit through, or entry into any country from, through, or to which the passenger desires transportation would be unlawful or would otherwise not be permitted;
- (c) Passenger fails to comply with Rule 80 - Administrative Formalities;
- (d) Passenger fails or refuses to comply with the Operating Carrier's rules and regulations, including check-in and boarding time limits.

(5) Failed payment validation

When the passenger fails or refuses to provide additional information and/or is unable to ensure the presence of the cardholder at the airport, or if the passengers is unable to present another form of payment for its ticket as requested by the Operating Carrier pursuant to Rule 115 - Tickets, or wherever Operating Carrier is unable to reliably confirm that the passenger holds a valid ticket.

(6) Passenger's condition

(a) When the passenger's actions or inactions prove to the Operating Carrier that their mental, intellectual or physical condition is such as to render them incapable of caring for themselves without assistance or medical treatment en route unless:

- (i) the passenger is accompanied by a Support Person who will be responsible for assisting with the passenger's needs en route; and,
- (ii) the passenger complies with requirements of Rule 70(A), Acceptance for carriage.

Exception: The Operating Carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance, except where accepting the person could jeopardize security, public health or public safety as per Rule 70.

Note: If the passenger is accompanied by a Support Person and the passenger is refused transport, then the Support Person will also be refused transport and the two will be removed from the aircraft together.

(b) When refusal to transport or removal of the passenger is reasonably necessary in the Operating Carrier's sole discretion for the Passenger's comfort

or safety, for the comfort or safety of other Passengers or the Operating Carrier's employees, or for the prevention of damage to the property of the Operating Carrier or its Passengers or Employees.

(c) When the passenger has an obvious contagious disease.

(d) When the Operating Carrier determines, in good faith and using its reasonable discretion, that the passenger's attire, hygiene or odor creates an unreasonable risk of offense or annoyance to other passengers

(e) When the Operating Carrier determines, in good faith and using its reasonable discretion, that a passenger's medical or physical condition involves an unusual hazard or risk to their self or other persons (including, in the case of expectant mothers, unborn children) or property, the Operating Carrier can require the passenger to provide a medical certificate that then may be assessed by the Operating Carrier's own medical officer as a condition of the passenger's acceptance for subsequent travel. The Operating Carrier may refuse transportation to the person posing such hazard or risk.

With regards to pregnant passengers:

- (i) An expectant mother with a complication-free pregnancy can travel on the Operating Carrier's flights up to the 28th week of pregnancy without a medical certificate.
- (ii) An expectant mother who is in or beyond the 28th week of pregnancy until her 36th week of pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient and found them to be physically fit for travel by air and the certificate must state the estimated date of birth.
- (iii) An expectant mother who is in or beyond the 36th week of pregnancy will not be permitted to travel on the Operating Carrier's flights.

(f) When the Passenger fails to comply with health and safety related requirements as may be reasonably imposed by the Operating Carrier or a government, such as requirements pertaining to temperature checks, the wearing of surgical masks, the obtention of a negative COVID-19 test, and respecting measures that promote social distancing.

(7) Failure to provide a suitable escort

When the passenger requires an escort due to a mental health condition and is under care of a psychiatric institution or in the custody of law enforcement personnel or other responsible authority and the necessary arrangements have not been made with the Operating Carrier in advance of the departure of the flight.

(C) Passenger's conduct – refusal to transport – prohibited conduct and sanctions

(1) Prohibited conduct

Without limiting the generality of the preceding provisions, the following constitutes prohibited conduct where it may be necessary, in the reasonable discretion of the Operating Carrier, to take action to ensure the physical comfort or safety of the person, other passengers (present and future), and/or the Operating Carrier's employees, the safety of the aircraft, the unhindered performance of the crew members in their duty on-board the aircraft, or the safe and adequate flight operations:

- (a) The person, in the reasonable judgement of a responsible employee of the Operating Carrier, is under the influence of alcohol or drugs (except a patient under medical 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 judgement of a responsible employee of the Operating Carrier, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or Operating Carrier's employees, interfere with a crew member in the performance of their duties, or otherwise jeopardize safe and adequate flight operations.
- (c) The person's conduct involves any hazard or risk to himself/herself, to the crew, or to other persons (including travel involving pregnant passengers or unborn children) or to property (either the Operating Carrier's or other passengers').
- (d) The person fails to observe the instructions of the Operating Carrier or of its employees, including instructions to stop any prohibited conduct.
- (e) The person is unable or unwilling to sit in their seat with the seat belt fastened.
- (f) The person smokes or attempts to smoke, eats, chews or uses spit tobacco, cannabis or cannabis products, or uses or attempts to use an electronic cigarette ("vaping") in the aircraft.
- (g) The person uses or continues to use a cellular phone, a laptop computer or another electronic device on-board the aircraft after being advised to stop such use by a member of the crew.
- (h) While onboard the aircraft, the person is filming, photographing or recording the image by any other electronic means of other passengers and/or the crew

without the express consent of the persons being filmed, photographed or recorded, or continues to film, photograph or record the image of other passengers and/or crew after being advised to cease such conduct by a member of the crew.

- (i) The person is barefoot or otherwise inappropriately dressed.
- (j) The person has a prohibited article or concealed or unconcealed weapon(s).
- (k) The person has resisted or may reasonably be believed to be capable of resisting escorts.

(2) The Operating Carrier's response to prohibited conduct

Where, in the exercise of its reasonable discretion, the Operating Carrier decides that the passenger has engaged in prohibited conduct described above, the Operating Carrier may impose any combination of the following sanctions:

- (a) Removal of the passenger at any point.
- (b) Probation: At any time, the Operating Carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the Operating Carrier to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the Operating Carrier's reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.
- (c) Refusal to transport the passenger: The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the Operating Carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the Operating Carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of other passengers or crew, the unhindered performance of the crew members in their duty on-board the aircraft, or safe and adequate flight operations.
- (d) The following conduct will automatically result in a refusal to transport (up to a lifetime ban):
 - (i) The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew to stop such behaviour.
 - (ii) The person injures a crew member or other passenger or subjects a crew member or other passenger to a credible threat of injury.
 - (iii) The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.

- (iv) The person repeats a prohibited conduct after receiving a notice of probation as mentioned in (b) above.

These remedies are without prejudice to the Operating Carrier's other rights and recourses, namely to seek recovery of any damage resulting from the prohibited conduct or as otherwise provided in the Operating Carrier's tariffs, including the filing of criminal or statutory charges.

(D) Liability

- (1) In case of refusal to transport a passenger on a specific flight or removal of a passenger en route for any reason specified in the foregoing paragraphs, the sole recourse of any passenger shall be recovery of the refund value of the unused portion of his/her ticket, if any, subject to the applicable fare rule.
- (2) If a Passenger is refused entry to a territory, the Passenger must pay all the resulting charges or fines imposed on the Operating Carrier by the local authorities, as well as the price of the carriage if the Operating Carrier, due to a government order, is required to return the Passenger to their departure location or elsewhere.

The price paid for the carriage to the destination for which entry to the territory was refused shall not be refunded by the Marketing Carrier.

- (3) If the Operating Carrier has to pay or deposit a fine or penalty or incur expenses of any kind due to the non-compliance, whether voluntary or involuntary, by a Passenger with the law in force in the States concerned, or due to failure to present required documents or the presentation of invalid documents, the Passenger must, at the Operating Carrier's request, reimburse the amounts this paid or consigned and the disbursements incurred.

For this purpose, the Marketing Carrier may use any amount paid to it for non-performed carriage or any amount belonging to the Passenger that is held by the Marketing Carrier.

Rule 115: Tickets

(A) General

- (1) A ticket will not be issued and the Operating Carrier will not carry the passenger unless the passenger has paid the applicable fare or has complied with all credit arrangements.
- (2) Before boarding, the passenger must present the Operating Carrier with proof that they have been issued a valid ticket for the flight. Such proof must be in the form of an itinerary/receipt, a record locator or reservation number, or boarding pass and the passenger must provide the Operating Carrier with positive identification to be entitled to transportation. The ticket will give the passenger the right to transportation only between the points of origin and ultimate destination, and on the dates, times and via the routing shown on the ticket.
- (3) Flight coupons will be honoured only in the order in which they are displayed on the passenger's ticket and stored in the Operating Carrier's database.
- (4) The ticket remains at all times the property of the carrier which issued the ticket.
- (5) The Marketing Carrier does not permit the passenger to hold more than one confirmed reservation/ticket on the same departure flight/origin and destination for the same travel date.

(B) Validity for carriage

- (1) General: When validated, the ticket is good for carriage from the airport of departure to the airport of ultimate destination via the route shown on the ticket, for the applicable class of service and is valid for the period of time referred to in (2) below. The passenger will be accepted for carriage on the date and flight segments for which a seat has been reserved. When flight segments are issued on an "open ticket" basis (see (G) below), a seat will be reserved only when the passenger makes a reservation request with the Marketing Carrier. The Marketing Carrier's agreement to accept a reservation request is subject to the availability of space. The place and date of issue are then indicated on the ticket.
- (2) Period of Validity: Generally, the period of validity for transportation will be one year from the date on which transportation commences at the point of origin designated on the original ticket, or, if no portion of the ticket is used, one year

from the date of issuance of the original ticket. However, certain fares may have different periods of validity. If this is the case, the specific rules associated with the fare will take precedence.

- (3) Computation of the ticket validity: When computing the ticket validity i.e., the minimum/maximum stays and any other calendar periods set out in the ticket, the first day to be counted will be the day following the date that transportation commenced or that the ticket was issued.
- (4) Expiration of validity: Tickets expire at midnight on the last day of validity based on where the ticket was issued.

(C) Flights in sequence

- (1) Flights appearing on the passenger's itinerary/receipt and in the Marketing Carrier's database must be used in sequence from the place of departure as shown on the passenger's ticket. Each flight coupon will be accepted for transportation in the class of service on the date and flight for which space has been reserved.

(D) Transferability/non-transferability

- (1) A ticket may not be transferred.
- (2) The purchaser of the ticket and the Passenger are responsible for ensuring that the ticket accurately states the passenger's name.

Presentation of a ticket for transportation by someone other than the Passenger named on the ticket renders the ticket void.

Part IV – After travel

Rule 121: Liability of the carrier

(A) Successive carriers

- (1) Carriage to be performed by several successive carriers, under a single ticket or a conjunction ticket, is deemed to constitute, for the application of the Convention, a single carriage operation, where envisaged by the parties as being a single operation.
- (2) Where the Marketing Carrier has issued the ticket or is the carrier designated first on the ticket or on a conjunction ticket issued for successive carriage, the Marketing Carrier shall only be liable for the portion of the carriage performed using its own resources.
- (3) In the event of the destruction, loss, damage or delay of their baggage, passengers or their beneficiaries may file a claim against the carrier that performed the carriage during which the accident or the delay occurred. Passengers may also file a claim against the first and last carrier.

(B) Laws and provisions applicable

- (1) Carriage hereunder is subject to the rules and limitations relating to liability established by the Montreal or Warsaw Convention as applicable, unless such carriage is not "International carriage" as defined by the relevant convention.
- (2) To the extent not in conflict with the provisions of paragraph (1) above, all carriage under this tariff and other services performed by each carrier are subject to:
 - (a) applicable laws (including national laws implementing the convention or extending the rules of the convention to carriage which is not "international carriage" as defined in the convention), government regulations, orders and requirements.
 - (b) provisions set forth in the passenger's ticket; and
 - (c) applicable tariffs.
- (3) 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.

(C) General

(1) Liability

(a) The Marketing Carrier shall not be liable in any event for any consequential damage arising from carriage subject to this tariff, whether or not the Marketing Carrier had knowledge that such damages might be incurred.

(b) Whenever the liability of the Marketing Carrier is excluded or limited under these conditions, such exclusion or limitation shall apply to agents, servants or representatives of the Marketing Carrier and also any carrier whose aircraft is used for carriage and its agents, servants or representatives.

(D) Limitation of liability

(1) General provisions

The Marketing Carrier's liability shall be determined by the general conditions of carriage of the Marketing Carrier that issued the ticket, except as otherwise provided for and brought to the passenger's attention. If the Marketing Carrier's liability is triggered, it will be triggered according to the following paragraphs:

(a) carriage performed under these general conditions of carriage is subject to the liability rules laid down by the Montreal Convention of 28 May 1999, Carriage by Air Act, and Regulation (EC) no. 889/2002 of the European Parliament and of the council of 13 May 2002 amending council regulation (EC) no. 2027/97 of 9 October 1997 on air carrier liability in respect of the carriage of Passengers and their baggage by air.

(b) To the extent that the following provisions do not conflict with the other provisions in these conditions, and regardless of whether or not the convention is applicable:

(i) the Marketing Carrier's liability is limited to damage that occurred during air carriage for which its designator code appears on the coupon, or the ticket that corresponds to the flight.

If the Marketing Carrier issues a ticket for a carriage service performed by another carrier or if the Marketing Carrier checks in baggage on behalf of another carrier, the Marketing Carrier shall only act as an agent for said other carrier.

However, regarding checked baggage, passengers are also entitled to take action against the first or the last carrier involved in their journey and the carrier which performed the carriage during which the destruction, loss, damage or delay took place, all of who are jointly and severally liable.

(ii) the Marketing Carrier's liability cannot exceed the amount of the proven direct damage and the Marketing Carrier shall not be liable in any way for any consequential damage or any form of non-compensatory damage.

(iii) the Marketing Carrier may in no way be held liable for damage resulting from compliance by the Marketing Carrier with any provisions of the law or regulations (laws, regulations, decisions, requirements and provisions) or failure to comply with said same provisions by the Passenger.

(iv) the Marketing Carrier is not liable for any illness, injury or disability, including the death of a Passenger caused by the Passenger's physical condition, nor for any aggravation of said same condition.

(v) the contract of carriage, including these general conditions of carriage and all the liability exclusions or limitations contained therein, shall apply to and benefit the Marketing Carrier's authorized Agents, its Servants, its Agents, its representatives and the owner of the aircraft used by the Marketing Carrier, as well as the staff, Employees and representatives of said owner.

The overall amount recoverable from the aforementioned persons may not exceed the amount of the Marketing Carrier's liability.

(vi) if the negligence or other wrongful action or omission of the person who is requesting compensation or the person whose rights they hold caused the damage or contributed thereto, the Marketing Carrier shall be wholly or partially exempt from its liability with respect to said person, including in the event of death or bodily injury, in accordance with the law in force.

(vii) except as expressly otherwise provided for, none of these provisions involve the waiver of the exclusion or limitation of the liability of the Marketing Carrier, the owner whose aircraft is used by the Marketing Carrier, their staff, servants, agents or representatives in accordance with the convention and applicable law.

(2) Liability in the case of death or bodily injury of a passenger

(a) The Operating Carrier shall be liable under Article 17 of the Warsaw Convention or the Montreal Convention, whichever may apply, for the damage sustained in the event of the death or bodily injury suffered by a Passenger, if the accident that

caused the damage occurred on board the aircraft or in the course of any embarking or disembarking operations, and subject to any liability exemptions.

(b) The Operating Carrier shall not be liable for the damage if it provides proof that :

(i) the death or bodily injuries suffered were a result of the physical or mental health of the passenger prior to the Passenger embarking on board the flight.

(ii) The damage, as defined by paragraph (2)(a) above was caused, in whole or in part, by the negligence, wrongful act or omission of the person claiming compensation or the person whose rights they hold, in accordance with Article 20 of the Montreal Convention.

(iii) The damage is not due to the negligence, or other wrongful act or omission of the Operating Carrier, its Servants or Agents, insofar as the amount of damage exceeds 151,880 SDR per Passenger, in accordance with Article 21§2(a) of the Montreal Convention.

(iv) The damage results solely from the negligence, or other wrongful act or omission of a third party, insofar as the amount of damage exceeds 151,800 SDR per Passenger, in accordance with Article 21 §2(b) of the Montreal Convention.

(c) Amount of compensable damage:

(i) the extent of the Operating Carrier's liability in the event of the death or bodily injury of a Passenger, as defined by paragraph (2)(a) above, is not subject to any limitation.

(ii) the amount of the compensable damage shall cover the redress of the damage, as fixed by amicable agreement, by expert appraisal or by the competent courts.

(d) The Operating Carrier reserves all other defences and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defence of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Operating Carrier shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with paragraphs (1) and (2) above.

(e) With respect to third parties, the Operating Carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.

The Operating Carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.

(f) In cases of bodily injury or death, the person identified as beneficiary may benefit from an advance payment to enable him/her to meet the immediate needs in proportion to the material damage suffered, as provided in the following paragraphs:

(a) In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the Operating Carrier in its sole discretion.

Subject to the law in force, said advance shall be paid within 15 days of the identification of the beneficiary and shall be deductible from the definitive amount of compensation owed to the deceased Passenger.

(b) The Operating Carrier shall make the advance payment as an advance against the Operating Carrier's liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.

(c) The Operating Carrier, in making an advance payment, does not waive any rights, defences, or limitations available under the Warsaw Convention, or the Montreal Convention, whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.

(d) The Operating Carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of the Operating Carrier.

(e) The Operating Carrier may recover an advance payment from any person where it is proven that the Operating Carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that

the person who received the advance payment caused, or contributed to, the damage.

(3) Liability in the case of passenger delay

(a) Characteristics of the compensable damage:

(i) only proven direct damage that directly results from a delay is compensable. This excludes all consequential damage or any other form of damage other than compensatory damage.

(ii) the passenger must prove the existence of the damage that directly results from the delay of the Operating Carrier.

(b) Extent of the Operating Carrier's liability

(i) The Operating Carrier shall not be liable for Damages resulting from a delay if it proves that it, its officials or agents have taken all the measures that could reasonably be required to prevent the Damage or that it was impossible for it to take such measures.

(ii) The Operating Carrier is not liable for Damages resulting from a delay, if the delay is attributable to the Passenger or if the Passenger contributed thereto, i.e. if the Damage results in whole or in part from negligence, or a wrongful act or omission on the part of the person who is claiming compensation or of the person whose rights they hold.

(iii) The Operating Carrier shall not be liable for the delay of a Passenger, or the loss, damage or delay of unchecked baggage, not occurring on its own line; and no carrier shall be liable for the loss, damage or delay of checked baggage not occurring on its own line, except that the Passenger shall have a right of action for such loss, damage or delay on the terms herein provided against the first carrier or the last carrier under the agreement to carry and the carrier which performed the carriage during which the destruction, loss, damage or delay took place, who will be jointly and severally liable.

(iv) The Operating Carrier will not be liable to the extent that the delay is caused by these types of facilities or personnel: airports, air traffic control, security and other facilities or personnel, whether public or private, are not under the control and direction of the Operating Carrier, are not servants or agents of the Operating Carrier.

(v) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Montreal Convention. They include foreseeable compensatory damages sustained by a Passenger and do not include mental injury damages.

(vi) The Operating Carrier reserves all defenses and limitations available under the Montreal Convention to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 20 of the Montreal Convention.

(c) Extent of the compensation: in the event of damage suffered by Passengers that results from a delay, as defined by the Montreal Convention, and with the exception of acts or omissions committed with the intention of causing damage or imprudently with the awareness that damage could be caused, the Operating Carrier's liability is limited to the amount of 6,303 SDR per Passenger. The amount of the compensation shall be determined in light of the damage proved by the Passenger.

(4) Liability in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage.

In accordance with article 17 of the Montreal Convention, the Operating Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:

(a) Except as provided below, the liability of the Operating Carrier in the event of the destruction, loss, damage or delay of baggage, and with the exception of acts or omissions committed with the intention of causing damage or recklessly and with knowledge that damage would probably result, is limited to the amount of 1,519 SDR per passenger. A lump-sum compensation (intended to cover the costs of immediate requirements) may be granted to Passengers.

(b) Unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.

(c) The passenger personally insure their baggage if their checked baggage has a higher value than the Operating Carrier's maximum liability as per Rule 55.

(d) In the case of unchecked baggage, the Operating Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents, which must be proven by the passenger invoking such damage. In this case, said liability shall be limited to 1,519 SDR per passenger.

(e) The Operating Carrier is liable for the damage sustained in case of destruction or loss of, or damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on-board the aircraft or during any period within which the checked baggage was in the charge of the Operating Carrier. Further, the Operating Carrier's liability for the destruction, loss, damage or delay of baggage is subject to the terms, limitations and defences set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation or defence recognized by a Court with proper jurisdiction over claim.

(f) The Operating Carrier will refund to the passenger any fees paid for the check-in of the baggage that was delayed, damaged or lost.

Such refunds will be made in accordance with Rule 125.

(g) Exclusions of the Operating Carrier's liability

(i) The Operating Carrier is not liable for damage to a Passenger's baggage caused by property contained in the Passenger's baggage.

If the property contained in the Passenger's baggage is a cause of damage to another person, to another Passenger's baggage or to the property of the Operating Carrier, the Passenger must compensate the Operating Carrier for all losses suffered and costs incurred as a result.

However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. In the case of unchecked baggage, including personal items, the carrier is liable if the damage resulted from its fault or that of its servants or agents.

(ii) The Operating Carrier shall not be liable for the destruction, loss, damage, or delay in delivery of any property which is not acceptable for transportation in accordance with Rule 55, or for any other loss or damage of whatever nature resulting from the inherent defect, quality or vice of the baggage (including unsuitably or inadequately packed items).

This exclusion is applicable whether the non acceptable property is included in the Passenger's checked baggage with or without knowledge of the Operating Carrier.

(iii) The Operating Carrier shall not be liable for damage caused in whole or in part to baggage, due to the negligence, or a wrongful act or omission of the

person who is claiming compensation of from the person whose rights they hold.

(5) Mobility aids

- (a) Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the loss or damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise.

In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid. Mobility aids include physical items which passengers with disabilities have been prescribed by a physician or other licensed medical professional to compensate for or alleviate their disability.

- (b) In the event that a mobility aid of a person travelling with the aid is damaged, destroyed or lost, or is not made available to the person at their time of arrival at their destination, while in the care of the Operating Carrier, the Operating Carrier will without delay and at the Operating Carrier's own expense:

(i) provide the person with a temporary replacement mobility aid that meets their needs in relation to their mobility and that they are permitted to use until their mobility aid is returned to them or is repaired or replaced or until they are reimbursed by the Operating Carrier for the loss of the mobility aid;

(ii) reimburse the person for any expenses they have incurred because the mobility aid was damaged, destroyed or lost or because it was not made available to them at the time of their arrival at their destination;

(iii) in the case of a damaged mobility aid, arrange for the repair of the mobility aid and promptly return it to the person or, in the case of a damaged mobility aid that cannot be adequately repaired,

(1) replace the damaged mobility aid with the same model of mobility aid or, if the same model is not available, a model that has equivalent features and qualities as the damaged mobility aid and that meets the person's needs in relation to their mobility, or

(2) reimburse the person for the full replacement cost of the mobility aid; and

(iv) in the case of a destroyed mobility aid or a mobility aid that is not made available to the person at the time of their arrival at their destination and that is not returned to them within 96 hours after that arrival,

(1) replace the destroyed or lost mobility aid with the same model of mobility aid or, if the same model is not available, a model that has

equivalent features and qualities as the destroyed or lost mobility aid and that meets the person's needs in relation to their mobility, or

(2) reimburse the person for the full replacement cost of the mobility aid.

- (c) If a person with a disability who uses a mobility aid makes a reservation for transportation on an international service, the Operating Carrier will advise the person, at the time of reservation, of the option to make a special declaration of interest, under Article 22(2) of the Montreal Convention or under Article 22(2) of the Warsaw Convention, that sets out the monetary value of the mobility aid and a description of its identifying features.
- (d) The Operating Carrier will permit a person with a disability to make the special declaration of interest, at no additional charge to the person, at any time before the mobility aid is removed by the Operating Carrier for storage in the aircraft's baggage compartment.

(6) Service dogs

(a) Should injury or death of a service dog result from the fault or negligence of the Operating Carrier, the Operating Carrier will undertake to provide expeditiously, and at its own expense, medical care for or replacement of the service dog.

(b) If a person with a disability who uses a service dog makes a reservation for transportation on an international service, the Operating Carrier will advise the person, at the time of reservation, of the option to make a special declaration of interest, under Article 22(2) of the Montreal Convention or under Article 22(2) of the Warsaw Convention, that sets out the monetary value of the dog.

The Operating Carrier will permit a person with a disability to make the special declaration of interest, at no additional charge to the person, at any time before the service dog is carried by the Operating Carrier.

(E) Claims and actions

- (1) Under the Warsaw Convention and the Montreal Convention, whichever may apply, all liability actions must be filed, under penalty of forfeiture, within two years as from arrival at destination, or from the date on which the aircraft was scheduled to arrive or from the end of the carriage. The method for calculating the time limit shall be determined by the law of the court before which proceedings are brought.

- (2) In relation to claims for baggage:

(a) the receipt of checked baggage without complaint within the time frames scheduled by the addressee shall constitute a presumption, unless the Passenger provides proof to the contrary, that the baggage was delivered in good condition and in accordance with the contract of carriage.

(b) In the event of the damage, delay, loss or destruction of baggage, the Passenger concerned must file a written complaint with the Operating Carrier as soon as possible and at the latest within the respective time limits of seven (7) days (in the event of damage or destruction) and twenty-one (21) days (in the event of delay) as from the date on which the baggage was made available to the Passenger.

If a complaint is not filed within the time limits stipulated, all actions against the Operating Carrier shall be inadmissible, except in the event of fraud by the Operating Carrier. If the complaint was lodged within the stipulated time limits of seven (7) or twentyone (21) days and no conciliation has been reached between the Operating Carrier and the Passenger, the Passenger may file an action for damages within two years of the arrival date of the aircraft, or following the date on which the aircraft was scheduled to land.

(c) Claims may be subject to proof of amount of loss; Passengers may be asked to substantiate their claims.

(3) All claims or actions mentioned above must be made in writing, within the time limits specified.

(4) Passengers must submit claims made directly to the Operating Carrier and allow the Operating Carrier 30 days or such time as prescribed by applicable law (whichever is the shorter time period) to respond directly to them before engaging third parties to claim on their behalf.

If the passenger has attempted to resolve a complaint with the Operating Carrier and is still not satisfied, the passenger may take the matter to either the Canadian Transportation Agency or the appropriate court, as the passenger prefers.

(5) The Operating Carrier will not process claims submitted by a third party, unless the claim is accompanied by appropriate documentation as specified below.

(6) In the event that a Passenger does not have the capacity to submit a claim personally, the legal guardian of said Passenger may submit a claim to the Operating Carrier on the Passenger's behalf. The Operating Carrier may request evidence that the legal guardian has authority to submit a claim on the Passenger's behalf.

- (7) A Passenger may submit a claim to the Operating Carrier on behalf of other Passengers on the same booking. The Operating Carrier may request evidence that the Passenger has the consent of other Passengers on the booking to submit a claim on their behalf.
- (8) The Operating Carrier will not process claims submitted by a third party unless the claim is accompanied by appropriate documentation duly evidencing the authority of the third party to act on behalf of the Passenger.
- (9) Passengers are not prohibited by this clause from consulting legal or other third party advisers before submitting their claim directly to the Operating Carrier.
- (10) Any payment or refund will be made directly to the Passenger. The Operating Carrier may request evidence that the bank account is held by the Passenger concerned.
- (11) The Passenger or his legal guardian commits not to assign any right to compensation, damages or refund that he could hold against the Operating Carrier.

Subject to the applicable law, any assignment of the Passenger's rights to compensation, damages or refund shall be deemed null and void.

Rule 125: Refunds

(A) General

The refund of a ticket (in whole or part) or of an Electronic Miscellaneous Document (EMD) will be made in accordance with this rule, with the ticket's fare conditions and, in all circumstances, with the relevant applicable regulations.

- (1) The Marketing Carrier will make all or part of the individual refunds through its website or via its authorized agent, if so authorized.
- (2) The Marketing Carrier will refund the unused airport taxes on a non-refundable ticket however, the carrier imposed international surcharges (YQ/YR) will not be refunded.
- (3) Except as provided below or as required by applicable local rules, the Marketing Carrier will refund in accordance with this rule only to the person who purchased the ticket or the additional services. The refund will be paid to the debit/credit card account that was used to pay for the original reservation.
- (4) If, at the time of application for refund, evidence is submitted that a company purchased the ticket on behalf of his/her employee or that the travel agent refunded his/her client, such refund will be made directly to the employee's company or to the travel agent.
- (5) The Marketing Carrier will refuse to refund a ticket which has been presented to government officials of a country or to the Operating Carrier as evidence of intention to depart therefrom, unless the Passenger establishes to Marketing Carrier's satisfaction that he has permission to remain in the country or that he will depart therefrom by another carrier or conveyance.
- (6) Time limitation for refund requests: The refund will be made provided that the Electronic Miscellaneous Document (EMD)/ticket are submitted to the Marketing Carrier before the expiry of the Electronic Miscellaneous Document (EMD)/ticket's validity period which is one year from the date of issue.

An expired ticket cannot be reissued or exchanged against an Electronic Miscellaneous Document (EMD) under any circumstance.

Refund of a ticket or an Electronic Miscellaneous Document (EMD) will therefore be denied if request for refund is made after the expiry of the validity period.

- (7) Currency: The refund of tickets shall be made in the currency used to issue the ticket.

(B) Involuntary refunds

- (1) Involuntary refunds for additional services purchased are not subject to any restrictions and the Marketing Carrier will refund the entire value of the additional service paid.
- (2) If no portion of the ticket has been used, the refund will be the full amount of the fare and charges paid, in case of a:
- (a) delay or cancellation – outside the Operating Carrier’s control, within the Operating Carrier’s control and within the Operating Carrier's control but required for safety purposes (as governed by Rule 90: Delay or cancellation – outside the Operating Carrier’s control, Rule 91: Delay or cancellation – within the Operating Carrier’s control and within the Operating Carrier's control but required for safety purposes); or,
 - (b) denial of boarding – within the Operating Carrier’s control and within the Operating Carrier's control but required for safety purposes (as governed by Rule 96, Denial of boarding – within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes).
- (3) If a portion of the ticket has been used, the Marketing Carrier will refund the unused portion of the ticket, prorated based on mileage in the case of a:
- (a) delay or cancellation – outside the Operating Carrier’s control, within the Operating Carrier’s control and within the Operating Carrier's control but required for safety purposes (as governed by Rule 90: Delay or cancellation – outside the Operating Carrier’s control, Rule 91: Delay or cancellation – within the Operating Carrier’s control and within the Operating Carrier's control but required for safety purposes); or,
 - (b) denial of boarding – within the Operating Carrier’s control and within the Operating Carrier's control but required for safety purposes (as governed by Rule 96, Denial of boarding – within the Operating Carrier's control and within the Operating Carrier's control but required for safety purposes).

(C) Voluntary refunds

- (1) Voluntary refunds for additional services purchased are subject to any restrictions the Marketing Carrier has stipulated in this tariff and a refund will be made in accordance with those associated restrictions.
- (2) Voluntary refunds will be based on the applicable fare at the time of ticket issuance, and the refund will be made in accordance with any restrictions contained in the applicable fare rule.
- (3) Voluntary refunds will be made only by the carrier which originally issued the ticket or its authorized agent.

(D) Refusal to refund

- (1) The Marketing Carrier reserves the right to refuse the refund of:
 - (a) Subject to Rules 91 to 96, any ticket, if the request is made after the date of travel of the ticket.
 - (b) A ticket presented to the Operating Carrier, or to the authorities of a country, which satisfies the legal or regulatory obligation to possess a ticket entitling the passenger to leave the country, unless the passenger provides, sufficient evidence to establish that he or she is authorised to reside in the said country or that he or she will leave with another carrier or by any other means of transport.
 - (c) A ticket for which the holder has not been admitted by the destination or transit authorities of the intended route, and if the passenger has therefore been returned to his or her boarding point.
 - (d) A ticket which has been stolen, counterfeited, forged or fraudulently paid for.
 - (e) A ticket, in a currency which is different from the currency used for the payment.
 - (f) A ticket marked "non-refundable", except as required by APPR or other applicable laws or regulations.
 - (g) An unused ticket after the passenger has been refused carriage by the Operating Carrier in the cases provided for in the present tariff.