

Airline Tariff Publishing Company, Agent
 INTERNATIONAL PASSENGER RULES AND FARES TARIFF
 NO. GW-1

Original Page GW-37

RULE

SECTION I - GENERAL RULES

C85

IN SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHTS (Continued)(E) IN THE EVENT OF A SCHEDULE IRREGULARITY, WITHIN THE CARRIER'S CONTROL, THE CARRIER WILL PRESENT THE PASSENGER WITH THE FOLLOWING OPTIONS:

- (1) Carry the passenger to the destination named on the ticket, or applicable portion thereof, within a reasonable amount of time, on another of its passenger aircraft or in a different class of service on which space is available, without additional charge, regardless of the class of service in which the passenger was booked; or,
- (2) Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on its own transportation services within a reasonable amount of time. If the fare for the revised routing or class of service is higher than the fare paid by the passenger, the carrier will require no additional payment from the passenger. If the fare for the revised routing is in a lower class of service, a refund will be made for the difference in fare. The refund will be made to the purchaser of the ticket. The form of refund will be the same as the form of payment used for the ticket. The refund will be based on the value of the ticket; or
- (3) Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on another air carrier's transportation services, including interline or, where possible and necessary, non-interline carriers, within a reasonable amount of time. If the fare for the revised routing or class of service is higher than the fare paid by the passenger, the carrier will require no additional payment from the passenger. If the fare for the revised routing is in a lower class of service, a refund will be made for the difference in fare. The refund will be made to the purchaser of the ticket. The form of refund will be the same as the form of payment used for the ticket. The refund will be based on the value of the ticket; or,
- (4) If the passenger chooses to no longer travel as the schedule irregularity results in the loss of purpose of travel or if the carrier is unable to perform the option stated in Rule 85, paragraph (E)(1), (2) and (3) above within a reasonable amount of time, the carrier will transport the passenger to the point of origin named on the ticket and refund the full amount of the ticket in accordance with Rule 90, refunds, irrespective if travel has commenced, or subject to passenger's agreement, offer a travel voucher for future travel in the same amount;
- (5) Otherwise, should the alternate transportation proposed by the carrier not meet the passenger's satisfaction, the carrier will offer a refund equal to the fare and charge paid. The refund will be made to the purchaser of the ticket(s). The form of refund will be the same form used as payment of the ticket(s). For complete conditions on refunds see Rule 90.
- (6) Nothing in the above shall limit or reduce the passenger's right, if any, to claim damages, if any, under the applicable convention, or under the law when neither convention applies.
- (7) In addition to the above, the carrier will always consider the needs of the passenger on a case by case basis and take into account all known circumstances to avoid or mitigate the damages caused by the schedule irregularity within the carrier's control.

(F) IN THE EVENT OF A SCHEDULE IRREGULARITY, NOT WITHIN THE CARRIER'S CONTROL (E.G. FORCE MAJEURE), THE CARRIER WILL PROVIDE THE FOLLOWING:

- (1) The carrier will offer the passenger the choice to travel on another of its scheduled flights on the same route as the passenger was originally ticketed or to travel on a different routing operated by the carrier to the same ticketed destination.
- (2) If these options are not available, the carrier will offer to transport the passenger on the same route as he/she was originally ticketed or on a different route operated by the services of another carrier with whom the original air carrier has a commercial agreement and provided space is available.
- (3) Should the fare for the alternate transportation proposed by the carrier be more expensive, there will be no additional cost to the passenger.
- (4) Should the fare for the alternate transportation proposed by the carrier be less expensive, a refund will be made to the purchaser of the ticket(s). The form of refund will be the same form used as payment of the ticket(s). The refund will be based on the value of the ticket(s). For complete conditions on refunds see Rule 90.
- (5) Should the alternate transportation proposed by the carrier not meet the passenger's satisfaction, the unused portion of the passenger's ticket(s) will be refunded. The refund will be made to the purchaser of the ticket(s). The form of refund will be the same form used as payment. The refund will be based on the total value of the ticket(s). For complete conditions on refunds see Rule 90.
- (6) When a refund is requested as a result of a schedule irregularity, the passenger must submit the unused portions of his/her ticket(s) to the carrier by no later than 30 days after the validity shown on the ticket(s).

(Continued on next page)

For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.

ISSUED: November 3, 2014

EFFECTIVE: December 18, 2014

Airline Tariff Publishing Company, Agent
INTERNATIONAL PASSENGER RULES AND FARES TARIFF
 NO. GW-1

2nd Revised Page GW-36
 Cancels 1st Revised Page GW-36

RULE	SECTION I - GENERAL RULES
-------------	----------------------------------

85	<p><u>SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHTS</u></p> <p>(A) <u>SCHEDULES</u></p> <p>C †(C)(1) Times shown in timetables or elsewhere are approximate and not guaranteed and form no part of the contract of carriage. The carrier will not be responsible for errors or omissions either in timetables or other representation of schedules. No Employee, agent or representative of the carrier is authorized to bind the carrier by any statement or representation regarding the dates or times of departure or arrival, or of the operation of the flight.</p> <p>(2) The flight schedules printed on the ticket, form an integral part of the contract of carriage but are subject to changes at any time for reasons beyond the control of the carrier.</p> <p>(3) The carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to force majeure. However, in the case of international transportation, a passenger may invoke the provisions of the convention regarding liability in the case of passenger delay. (See Rule 55 - damage as a result of delays and cancellations)</p> <p>C †(C)(4) In the event of a schedule change that is not convenient for the passenger and/or if the carrier is not in a position to offer a more suitable reservation, the passenger may benefit from a refund, as stated in Rule 90 refunds paragraph (B), involuntary refunds.</p> <p>C (5) In order to be contacted in the event of a change in the scheduled flights as they appear on the ticket, †(C)it is the passenger's responsibility to provide the carrier with their contact details.</p> <p>(6) It is always recommended that the passenger communicate with the carrier either by telephone, electronic device or via the carrier's web site or to refer to airport terminal displays to ascertain the flight's status and departure time.</p> <p>(B) <u>CANCELLATIONS, REROUTING, DELAYS</u></p> <p>(1) The Carrier will take all reasonable measures to avoid delay in carrying the passenger and his/her baggage. In order to prevent a flight cancellation or delay, Carrier may arrange for a flight to be operated on its behalf by an alternative carrier and/or aircraft and/or other means of transport.</p> <p>(2) Except as otherwise provided for in the Convention (including the Montreal Convention of May 28, 1999) and/or applicable (European) law EC 261/2004, and provided that a passenger has a single Contract of Carriage (as defined by Convention) and a reservation;</p> <p>(3) The passenger will be entitled to retain the free baggage allowance applicable to the fare he/she originally purchased regardless of the alternate transportation proposed by the carrier due to a schedule irregularity.</p> <p>(4) In the case of schedule irregularities, the carrier will give priority for assistance to any person with a disability and unaccompanied minors.</p> <p>(C) <u>PASSENGER OPTIONS - RE-ROUTING OR REFUND</u></p> <p>(1) A ticket refund, in whole or in part, will take place in accordance with the conditions defined in the ticket's fare conditions, inclusive of the relevant applicable regulations.</p> <p>(2) A ticket refund, if authorized by the corresponding fare conditions, will be paid on the basis of fare including tax paid for the ticket.</p> <p>(3) Request for a ticket refund must be submitted to the issuer of the ticket (the carrier or authorized agent, as applicable).</p> <p>(D) <u>THE CARRIER WILL REFUSE TO GRANT A TICKET REFUND:</u></p> <p>(1) If the request is made after expiration of the ticket's validity period.</p> <p>(2) In the case where the passenger is not admitted by the authorities of the destination point, agreed stopping place or stopover, and if the passenger was returned to his/her departure point or to any other destination for this reason.</p> <p>(3) For a stolen, forged or counterfeit ticket.</p> <p>(4) If the passenger did not comply with the conditions as stated in Rule 70 - checkin and boarding times.</p> <p>(5) If the passenger is refused carriage by the carrier pursuant to Rule 25 (A).</p> <p>(6) Refunds are subject to applicable regulations in the country in which the ticket was originally purchased and/or to applicable regulations in the country in which the refund must be paid.</p>
----	--

(Continued on next page)

For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.

ISSUED: January 29, 2015	EFFECTIVE: March 15, 2015	(Except as Noted)
---------------------------------	----------------------------------	--------------------------

† - Effective January 30, 2015 and issued on not less than one (1) day's notice under NTA(A) Special Permission No. 96345.

Airline Tariff Publishing Company, Agent
INTERNATIONAL PASSENGER RULES AND FARES TARIFF
 NO. GW-1

Original Page GW-38

RULE

SECTION I - GENERAL RULES

C85

IRREGULARITIES, DELAYS AND CANCELLATIONS OF FLIGHTS (Continued)

(G) RIGHT TO CARE

Except as otherwise provided in other applicable foreign legislation, in addition to the provisions of this rule, in case of scheduled irregularity within the carrier's control a passenger will be offered the following:

- (1) For a schedule irregularity lasting longer than 4 hours, the carrier will provide the passenger with a meal voucher.
- (2) For a schedule irregularity lasting more than 8 hours or overnight, the carrier will provide overnight hotel accommodation and airport transfers for the passenger. The carrier is not obligated to provide overnight accommodation for passengers at the first airport of departure appearing on the ticket.
- (3) If passengers are already on the aircraft when a delay occurs, the carrier will offer drinks and snacks if it is safe, practical and timely to do so. If the delay exceeds ninety (90) minutes and circumstances permit, the carrier will offer the passenger the option of disembarking from the aircraft until it is time to depart.

For unexplained abbreviations, reference marks and symbols see IPGT-1, C.A.B. NO. 581, NTA(A) NO. 373.

ISSUED: November 3, 2014

EFFECTIVE: December 18, 2014