

TARIFF CONTAINING RULES
APPLICABLE TO SCHEDULED SERVICES
FOR THE TRANSPORTATION OF
PASSENGERS AND BAGGAGE AND/OR GOODS
BETWEEN
POINTS IN CANADA

ISSUE DATE
October 18, 2016

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TABLE OF CONTENTS

| | <u>Rule No.</u> | <u>Page No.</u> |
|---|-----------------|-----------------|
| <i>EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS</i> | - | 3 |
| <i>SECTION I - GENERAL RULES</i> | | |
| <i>Definitions</i> | 1 | 4 |
| <i>Application of Tariff</i> | 2 | 8 |
| <i>Currency</i> | 3 | 9 |
| <i>Capacity Limitations</i> | 4 | 9 |
| <i>Conditions of Carriage</i> | 5 | 9 |
| <i>Carriage of Passengers</i> | 6 | 13 |
| <i>Carriage of Baggage and Cargo</i> | 7 | 20 |
| <i>Liability- Passengers and Baggage</i> | 8 | 24 |
| <i>SECTION II – TRAVEL DOCUMENTS (Electronic Confirmation)</i> | | |
| <i>Travel Documents</i> | 9 | 28 |
| <i>SECTION III - RESERVATIONS</i> | | |
| <i>Confirmation of Reserved Space and Flight Schedules</i> | 10 | 29 |
| <i>Cancellation of Reservations</i> | 11 | 30 |
| <i>SECTION IV - FARES AND ROUTINGS</i> | | |
| <i>Application of Fares and Routings</i> | 12 | 31 |
| <i>SECTION V – MISCELLANEOUS</i> | | |
| <i>Ground Transportation</i> | 13 | 33 |
| <i>Applicable Law</i> | 14 | 33 |
| <i>Lost Ticket</i> | 15 | 33 |
| <i>Denied Boarding Compensation</i> | 16 | 34 |
| <i>Use of Oxygen On-Board</i> | 17 | 38 |
| <i>Additional Passenger Service Commitments</i> | 18 | 39 |

EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

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

SECTION I - GENERAL RULES**RULE 1. DEFINITIONS**

"Air Waybill" means a non-negotiable air waybill of the required number of copies, covering the cargo transported by the Carrier subject to this tariff.

"Applicable Adult Fare" means the fare which would be applicable to an adult for the transportation to be used except those special fares which would be applicable due to adult's status (such as senior citizens fare, etc.).

"Applicable Full Fare" means the full adult fare for the class of service designated in the Carrier's official general schedule for the aircraft, or compartment of the aircraft used by the passenger.

"Baggage" which is equivalent to luggage means such articles, effects and other personal property of the passenger as are necessary or appropriate for wear or use in connection with the trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

"Baggage Check" means that portion of the ticket which provides for the carriage of checked baggage and which is issued by the Carrier as a receipt for such baggage.

"Baggage Tag" means a document issued by the Carrier solely for identification of checked baggage, (strip) tag portion of which is attached by the Carrier to a particular article of checked baggage and the baggage (claim) tag portion of which is given to the passenger.

"Cargo" means any goods, except baggage and mail, that can be transported by international commercial air services.

"Carriage" which is equivalent to transportation, means carriage of passengers, baggage and/or goods by air, gratuitously or for hire.

"Carrier" means Air Transat A.T. Inc. that carries or undertakes to carry the passenger and his baggage thereunder or performs or undertakes to perform any other service or services related to the carriage.

"Circle Trip" means any trip, the ultimate destination of which is the point of origin, but which includes, at least, a stop at one other point, and which is not made via the same routing in both directions.

"Class of Service" means the compartment of the aircraft in which the passenger is entitled to be transported pursuant to the general schedule of the Carrier.

"C.O.B." means "carrying on business under firm name and style of...".

"Connecting Service" means a flight itinerary involving two or more flight numbers per origin-destination segment and requiring at least one change of aircraft at one or more stops.

“Warsaw Convention” means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, as amended, but not including the Montreal Convention as defined hereunder.

“Montreal Convention” means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, Signed at Montreal, May 28, 1999.

“CTA” means the Canadian Transportation Agency.

"Department of Transportation" means U.S. Department of Transportation.

"Destination" means the point to which the passenger(s) to be transported on a flight is bound.

"Direct Service" means a flight itinerary assigned a single flight number with one or more intermediate stops but no change of aircraft.

“Emergency exit row seats” Are defined as seats located nearest or adjacent to an exit door of the aircraft. .

"Flight" means the movement of an aircraft from the point of take-off to the first point of landing (technical or fuel-stops not included).

“Force Majeure” means any unforeseeable circumstances beyond the Carrier’s control, the consequences of which could not have been avoided even if all due care had been exercised including, but without limitation, meteorological and geological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported.

« Front of Cabin Seats » means standard seats that are located in the first five rows of the economy class cabin but excludes seats defined herein as *Legroom* or *Exit*.

"Goods" means anything that can be transported by air, including animals, other than in plane-load and baggage.

“International Carriage” will have the same meaning as in the definition outlined in the Convention.

“Legroom seats” means seats In economy class that offer more than 32” pitch

"Miscellaneous Charges Order" means a document issued by a carrier or its agents requesting provision of services to the person named in such document.

"Non-stop service" means a flight itinerary assigned a single flight number between two points without planned stops.

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

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

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

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

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

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

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

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

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

"Schedule Irregularity" means any of the following irregularities but does not include disruptions resulting from labour disturbances and/or strikes:

- (a) delay in scheduled departure or arrival, , of the Carrier's flight resulting in a misconnection, or any delay or interruption of more than six (6) hours;
- (b) flight cancellation, omission of a scheduled stop, or any delay or interruption in the scheduled operation of the Carrier's flights,
- (c) substitution of equipment, or
- (d) an advancement of scheduled departure time on the day of operation greater than the minimum period established in the Carrier's tariff for the passenger to check-in, in accordance with Rule 12 (Cancellation of Reservations).
- (e) overbooking

"Scheduled User" means a person, association, partnership, company, corporation or other legal entity which makes with a carrier a scheduled contract for the provision of all or part of the capacity of any scheduled flight.

"Special Drawing Rights" or "SDR" means a special unit currency, the currency values of which fluctuate and are recalculated each banking day as reported.

"Standard Seat" means seats in Economy Class that are not in the following category of seats: "Legroom" or "Exit" or "Two by Two" or "Front of Cabin"

"Stopover" means a deliberate interruption of a journey by the passenger, agreed to in advance by the Carrier, at a point between the place of departure and the place of destination.

"Tarmac Delay" means the holding of an aircraft on the ground after departure from the gate, or upon landing, without access to a gate or terminal.

"Ticket" means a passenger ticket issued to passengers to be carried on a flight, the baggage check and accompanying notices that incorporate the terms and conditions of this tariff and contract of carriage.

"Traffic" means any passengers, goods or mail that are transported by air.

"Transit without visa" (TWOV) means the authorized transiting of a country by a passenger under certain conditions outlined in section 10.5 (c) en route to a third country destination without being in possession of the usually applicable transit or destination visas for the transit country in question.

"Two-by-two seats" means seats That contain no more than 2 seats per group of seats.

Definitions of Areas

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

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

"United Kingdom" means the area comprised of all of the countries within United Kingdom.

"United States of America" or " United States" means the area comprised of the 48 contiguous federates states; the Federal District of Colombia, Alaska, Hawaii, Puerto Rico, the Virgin Islands, Samoa, Guam, Midway and Wake Island.

RULE 2. APPLICATION OF TARIFF

- (N) *The obligations of the carrier under the Air Passenger Protection Regulations (APPR) form part of the tariff and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency or incompatibility, but do not relieve the carrier from applying terms and conditions of carriage that are more favorable to the passenger than the obligations set out in the APPR.*

NOTE: From time to time, the Carrier will enter into code-sharing agreements whereby it will market, as its own, flights operated by another air carrier. In the case of code-share, the rules applicable to a passenger's transportation, and that of their baggage, are those of the carrier identified on the passenger's ticket and not of the carrier operating the flight.

- (a) This tariff contains the rules, regulations, terms and conditions of carriage upon the basis of which the Carrier supplies or agrees to supply scheduled air services between points in Canada for which the Carrier is authorized to operate such services to the same extent as if the contents of this tariff were included in the terms and conditions of :
- i) Any air waybill or ticket; and,
 - ii) Any scheduled contract between the Carrier and a third party.
- (b) The contents of this tariff form part of any contract of carriage between the Carrier and any third party and in the event of any conflict between this tariff and the scheduled contract, this tariff shall prevail.
- (c) All obligations incurred by the Carrier under any ticket, air waybill or scheduled contract are subject to compliance by the parties thereto with applicable laws and regulations and are further subject to such affirmative acts, findings, clearances and approvals as may be required on the part of any government or governmental agency for the lawful discharge thereof; and the transportation herein described shall be performed according to and subject to any and all rules and regulations of the CTA and any other governmental agency having jurisdiction. The Carrier shall not be held answerable for damage or otherwise subject to penalties or forfeitures under any ticket, air waybill or scheduled contract, for delay or omissions attributable to any law, regulation or government or governmental agency as aforesaid, nor in the event that any flight cannot be flown as a result of an official act of the CTA, including the denial or cancellation of any necessary authority to the Carrier, provided that any such denial, cancellation, delay or omission did not result from any negligence or default on the part of the Carrier.
- (d) Carriage is subject to the rules, fares and charges in effect on the date on which such carriage commences at the point of origin designated on the tickets. References to pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.
- (e) The Carrier will be responsible for the furnishing of transportation only over its own lines. When any carrier undertakes to issue a ticket, baggage check, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), such carrier will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.

- (f) No agent, employee or representative of the Carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff unless authorized in writing by an officer of the Carrier.

RULE 3. CURRENCY

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

RULE 4. CAPACITY LIMITATIONS

The Carrier shall limit the number of passengers carried on any one flight at fares governed by rules making reference hereto and such fares will not necessarily be available on all flights operated by the Carrier. The number of seats which the Carrier shall make available on a given flight will be determined by the Carrier's best judgment as to the anticipated total passenger load on each flight.

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

The Carrier may without notice, and subject to any necessary approval of the CTA or government authority, substitute an aircraft of the same or any other appropriate type for the aircraft agreed upon for a flight. The Carrier may also substitute another Air Carrier to operate flights on its behalf. The Carrier will inform passengers of the identity of the operating Air Carrier.

5.2 Responsibility for schedules and operations (Subject to Rule 18):

- a) The Carrier will endeavor to transport passengers and baggage with reasonable dispatch. Times shown in schedules, scheduled contracts, tickets, air waybills or elsewhere are not guaranteed. Flight schedules are subject to change. Such changes may include the addition, the omission or the alteration of one or more stops to the original itinerary, as well as the amendment of original flight departure and arrival times. The Carrier will make reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.
- b) Where a routing modification subsequent to the purchase of travel results in a change from a direct service to a connecting service, the Carrier will, upon request by the passenger, provide a full refund of the unused portion of the fare paid.
- c) Without limiting the generality of the foregoing, the Carrier cannot guarantee that a passenger's baggage will be carried on the flight if sufficient space is not available as determined by the Carrier. Notwithstanding, if the baggage does not arrive on the same flight, the Carrier will take steps to deliver the baggage to the passenger's residence/hotel as soon as possible. The Carrier will take steps to inform the passenger on the status of delivery and will provide the passenger with an overnight kit, as required.

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- d) If a flight is delayed for more than four (4) hours beyond scheduled departure time, the Carrier will provide the passenger with a meal voucher. If the flight is delayed more than eight (8) hours and requires an overnight stay, the Carrier will pay for an overnight hotel stay and airport transfers for passengers who did not originate their travel at that airport.
- e) If the delay occurs while onboard, the Carrier will offer drinks and snacks as available, where it is safe, practical and timely to do so. The Carrier shall ensure the lavatories remain stocked and in working order, and that there is access to medical assistance if required. The aircraft commander will ensure that passengers are aware and kept informed of the status of the delay at least every 30 minutes. If the delay exceeds 90 minutes while at the gate, or 4 hours in the event of a Tarmac delay, the Carrier must allow the passengers to deplane unless:
- i. the Carrier determines there is a safety-related, or security-related reason (e.g. weather, directive from a government agency or authority) why the aircraft cannot leave its position on the tarmac to deplane passengers; or,
 - ii. air traffic control advises the aircraft commander that returning to the gate, or another disembarkation point elsewhere in order to deplane the passengers would significantly disrupt airport operations.
- f) In the event of an impossibility to deplane, the Carrier shall continue to respect its undertakings outlined under sub-section e) above for as long as the delay lasts. In the event of deplaning, the Carrier shall respect its undertakings outlined under Rule 21 hereunder, including, but not limited to, undertakings related to rebooking and refunds.
- g) In the event of an involuntary re-routing of a flight, the Carrier will ensure that the passenger is routed or transported to his/her ultimate destination, as per the contract of carriage. If no reasonable transportation can be arranged, the Carrier will offer the passenger a cash payment or travel credit. When determining the amount of the offered cash payment or travel credit, the Carrier will consider all circumstances of the case, including any expenses which the passenger, acting reasonably, may have incurred as a result of a Schedule Irregularity, as for example, costs incurred for accommodation, meals or additional transportation. The Carrier will set the amount of compensation offered with a view to reimbursing the passenger for all such reasonable expenses. The option of choosing between a cash payment or travel credit will be at the passenger's discretion.
- h) The rights of a passenger against the Carrier in the event of a Schedule Irregularity are, in most cases of international carriage, governed by an international convention known as the Montreal Convention, 1999. Article 19 of that Convention provides that an air carrier is liable for damage caused by delay in the carriage of passengers and goods unless it proves that it did everything it could be reasonably expected to do to avoid the damage. There are some exceptional cases of international carriage in

which the rights of the passengers are not governed by an international convention. In such cases only, a court of competent jurisdiction can determine which system of laws must be consulted to determine what those rights are.

5.3 Force Majeure:

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

5.3.2 In the event of a Force Majeure, the Carrier may without notice cancel, terminate, divert, postpone or delay any flight whether before departure or enroute. If the flight, having commenced is terminated, the Carrier shall refund the unused portion of the flight and shall use its best efforts to provide alternate transportation to the destination for the passengers and baggage at the expense and risk of the passenger or shipper.

5.4 Compliance by Scheduled User, passenger or Shipper:

The Scheduled User, all passengers and all shippers shall fully comply with all of the terms and conditions, rules and regulations set out in this tariff. Failing such compliance, the Carrier shall be entitled to cancel any scheduled contract or ticket. Refunds will be provided where applicable.

5.5 Space for Carrier's use:

Any unused capacity in the aircraft not being utilized by any scheduled user, passengers or shipper may be used by the Carrier.

5.6 Flight Operations

5.6.1 Selection of Flight Route

The Carrier shall have the right to select the route for the flight, provided, however, the shortest route which in the opinion of the Carrier is safe, feasible and duly authorized by any competent authority having jurisdiction, shall be followed.

5.6.2 Pilot's Discretion

The aircraft at all times shall be under the exclusive control of the pilot-in-command, whose orders shall be strictly complied with by any scheduled user and all passengers and shippers. The pilot of the aircraft shall have complete discretion concerning the load carried and its distribution and as to whether a flight should be undertaken or diverted and as to where and when and under what circumstances landing should be made and all such decisions of the pilot shall be accepted and agreed to by any scheduled user, the passengers and the shippers.

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

The Carrier may refuse to carry or cancel the reserved space of, or may remove enroute from any flight any passenger when:

- a) Such action is necessary for reasons of safety.
- b) Such action is necessary to prevent violation of any applicable laws, regulations or orders of any state or country to be flown from, into or over.
- c) The conduct, status, age, psychological and/or physical condition of the passenger is such as to require, in the reasonable opinion of the Carrier's personnel, special assistance or cause discomfort or be objectionable to other passengers, or involve any hazard or risk to such passenger, to any other persons or property, or to the flight. Subject to the provisions of Rule 6.4, the present will not apply to passengers with physical disabilities.
- d) The passenger fails to observe the instructions of the Carrier's personnel.
- e) The passenger refuses, upon request, to provide positive identification, or is not in possession of passports, visas or other required travel documentation.
- f) The passenger refuses to permit examination and inspection of his person, baggage or goods. The Carrier shall not be liable for any damage to any property resulting from exposure to electro-magnetic x-ray or fluoroscopic metal or other detecting devices as a result of any search.
- g) A passenger under the age of eight (8) years is not accompanied during the carriage by a passenger of at least sixteen (16) years of age or if a passenger having attained eight (8) years of age, travelling alone, is not accompanied to the airport at the time of departure by an adult who shall remain at the airport until after flight departure; or
 - i) does not hold confirmed reservations through to the destination; or
 - ii) has not made advance arrangements for such carriage with the Carrier; or
 - iii) has not had an unaccompanied minor form satisfactorily completed for such passenger; or
 - iv) if satisfactory assurance is not given to the Carrier by such adult that such passenger will be met at the airport of destination by another adult. The Carrier may require satisfactory evidence establishing the child's age at the date of commencement of carriage.

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- h) The passenger fails to comply with all laws, regulations, orders, demands or travel requirements of countries to be flown from, into, or over, and with all rules, regulations and instructions of the Carrier. The Carrier shall not be liable for any aid or information given by any agent or employee of the Carrier to any passenger in connection with obtaining necessary documents or complying with laws, regulations, orders, demands, requirements or instructions, whether given orally or in writing, or otherwise, or for the consequences to any passenger resulting from his failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements or instructions.

6.2 Passenger's conduct – Prohibited conduct & sanctions

a) Prohibited conduct

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

- i) the person, in the reasonable judgment of a responsible Carrier employee, is under the influence of intoxicating liquors or drugs (except a medical patient under proper care);
- ii) the person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent, or otherwise disorderly, and in the reasonable judgment of a responsible Carrier employee there is a possibility that such passenger would cause disruption or serious impairment to the physical comfort or safety of other passengers or Carrier's employees, interfere with a crew member in the performance of his duties aboard Carrier's aircraft, or otherwise jeopardize safe and adequate flight operations;
- iii) the person's conduct involves any unusual hazard or risk to self or to other persons (including, in cases of pregnant passengers, unborn children) or to property;
- iv) the person fails to observe the instructions of the Carrier and its employees, including instructions to cease prohibited conduct;
- v) the person is unable/unwilling to sit in the seat with the seatbelt fastened;
- vi) the person smokes or attempts to smoke in the aircraft;
- vii) the person uses or continues to use a cellular telephone, a laptop computer or an electronic device on board the aircraft after being advised to cease such use by a member of the crew;
- viii) the person is barefoot;
- ix) the person (other than on-duty law enforcement officers) is wearing or has on or about his person concealed or unconcealed deadly or dangerous weapons;
- x) the person is manacled and in custody of law enforcement personnel;

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

b) Sanctions

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

- i) removal of the passenger at any point;
- ii) probation. The Carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the Carrier to provide transport to said passenger. Such probationary conditions may be imposed for any length of time, which, in the exercise of the Carrier's reasonable discretion, is necessary to ensure the passenger's continued compliance in continued avoidance of prohibited conduct, and;
- iii) refusal to transport the passenger. The length of such refusals to transport may range from a one-time to an indefinite up to lifetime ban. The length of the refusal period will be in the Carrier's reasonable discretion, and will be for a period commensurate with the nature of the prohibited conduct and until the Carrier is satisfied that the passenger no longer constitutes a threat to the safety of the other passengers, crew or the aircraft or to the comfort of the other passengers or crew; the unhindered performance of the crew members in their duty aboard the aircraft; or the safe and adequate operation of the flight. The following conduct will automatically result in an indefinite up to lifetime ban:
 - the person continues to interfere with the performance of a crew member's duties notwithstanding verbal warnings by the crew to stop such behavior;
 - the person injures or subjects to a credible threat of injury a crew member or other passenger;
 - the person has a conduct that requires an unscheduled landing and/or the use of restraints such as ties or handcuffs;
 - the person repeats a prohibited conduct after receiving a notice of probation as mentioned in (ii) above;
- iv) These remedies are without prejudice to the Carrier's other rights and recourses, namely to seek recovery of any direct or indirect damage that may result or resulting from the prohibited conduct or as otherwise provided in the Carrier's tariffs, or the filing of criminal or statutory charges.
- v) Notwithstanding the above, a person who is refused carriage for an indefinite period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the Carrier, in writing, the reasons why he/she no longer poses a threat to the safety and/or comfort of passengers and/or crew, or to the safety of the aircraft. Such petition may be sent to the address provided in the refusal to carry notice or the notice of probation. The Carrier will respond to the petitioner within a reasonable period of time and will therein provide an assessment as to the need or not to prolong the ban or to maintain the probation period.

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

The Carrier is not liable for its refusal to transport any passenger in accordance with Rule 6. Subject to Rules 5.3.1 and 18, where a passenger incurs a Schedule Irregularity involving a flight operated by the Carrier, Carrier will either, at its option:

- a) transport the passenger without stopover on its next flight on which space is available and in the same class of service as his original flight.
- b) arrange transportation on the services of other carriers or combination of carriers with whom the Carrier has interline traffic agreements for such transportation. In such cases, the passenger will be transported without stopover and at no additional costs to himself, in the same class of service as applied to his original outbound flight on the Carrier or
- c) In the event that space on the Carrier is only available in a lower class of service than was reserved by the passenger for the original flight, or any one or more of the original flights, as the case may be, the Carrier will, at the option of the passenger,
 - i) provide space to the passenger at the lower class of service and refund the difference in fares, or
 - ii) provide a full refund of the unused portion of the fare paid by the passenger.
- d) If the carrier is unable to provide reasonable alternative transportation on its services or on the services of other carrier(s) within a 24 hours delay, then it will refund the unused ticket or portions thereof.

6.4 Transportation of a Person with a Disability

6.4.1 Definitions

"Ambulatory" means a passenger who is able to move about within the aircraft cabin unassisted.

"Non-ambulatory" means a passenger who is not able to move about within the aircraft unassisted.

"Non-self-reliant" means a person who is incapable of self-care during flight and therefore dependent upon a personal attendant.

"Self-reliant" means a person who is independent, self-sufficient and capable of taking care of all physical needs during flight, and who requires no special or unusual attention beyond that afforded to the general public, except that assistance in boarding or deplaning may be required.

"Personal attendant (assistant)" means a person who travels with a person with a disability to provide a service related to a disability that is not usually provided by the Carrier's staff.

6.4.2 Acceptance of a passenger with a disability

- a) The Carrier will accept the determination of a person with a disability as to self-reliance. When a passenger has advised the Carrier of his self-reliance, the Carrier shall not refuse such passenger transportation on the basis that there is a lack of escort or that the passenger may require additional attention from the Carrier's employees, unless for safety reasons.
- b) Passengers with a disability will be accepted for transportation as outlined below:

| Type of disability | Assistant required | Maximum no. per flight |
|-----------------------------------|---------------------------|-------------------------------|
| Visual | No | No limit |
| Hearing | No | No limit |
| Visual & Hearing/Self-reliant | No | No limit |
| Visual & Hearing/Non-self-reliant | Yes | No limit |
| Intellectual/Self-reliant | No | No limit |
| Intellectual/Non-self-reliant | Yes | No limit |
| Ambulatory/Self-reliant | No | No limit |
| Ambulatory/Non-self-reliant | Yes | No limit |
| Non-ambulatory/Self-reliant | Yes | No limit |
| Non-ambulatory/Non-self-reliant | Yes | No limit |

- c) Medical Clearance - The Carrier reserves the right to require clearance from its medical services if travel involves any unusual risk or hazard to the passenger or to other persons including, in cases of pregnant passengers, unborn children.
- d) The Carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the Carrier that his mental or physical condition is such as to render him incapable of caring for himself without assistance, unless he is accompanied by an attendant who will be responsible for caring for him en route and, with the care of such an attendant, he will not require unreasonable attention or assistance from employees of the Carrier.

6.4.3 Seating Restrictions

Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, in over-wing emergency exit rows, where the central stair may have to be used as an emergency exit, or on the upper deck of the aircraft,

6.4.4 Reservations

Reservations should be made at least 48 hours in advance of travel, advising the Carrier as to the nature of the disability and assistance required, so that arrangements can be made. The Carrier will make every effort to accommodate passengers who fail to make reservations 48 hours in advance.

6.4.5 Acceptance of mobility aids

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

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

6.4.6 Service animal trained to assist a person with a disability

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

Some assistance animals may not have been trained by a recognized professional service animal institution because of the type of tasks they perform for persons with disabilities or in the case of emotional support animals. The carrier may require more information about the requirements and will ask the passenger to explain how the animal provides disability-related assistance, including additional information or medical documentation, information about the animal's training and behaviour in public settings, provide proof of any training or assurances about the animal's behaviour.

For the comfort of all passengers, the Carrier's staff will determine, in consultation with the person with a disability, where the person and service animal will be seated and how much room will be provided, including additional seats where required. Service animals will not be carried unless proper permits are obtained for entry into the countries of transit/final destination, and such permits are presented prior to commencement of travel. Should injury to or death of a service animal result from the fault or negligence of the Carrier, the Carrier will undertake to provide expeditiously, and at its own expense, for medical care, and if necessary, replacement of the animal.

6.5 Carriage of Children

6.5.1. **Accompanied** – When accompanied, a child under 12 years of age must be travelling with a person age 16 years or more.

6.5.2. **Unaccompanied** - carriage is to be solely on the Carrier's flight and will in no circumstance involve interlining. The Carrier must be advised at least 72 hours in advance of travel. The following conditions will apply:

- a) Under 8 years, not accepted under any conditions.
- b) Ages 8 to 11 inclusive, accepted providing:
 - i) The child is brought to the airport by a parent or responsible adult.
 - ii) Reservations are confirmed through to destination.
 - iii) The child will be met and taken into custody of a responsible adult at stopovers and destination.
 - iv) The unaccompanied minor form is completed.
 - v) The parent or guardian remains at the airport until aircraft is airborne and clearance to depart has been provided by the Carrier.
 - vi) The child possesses written information showing the name and address of the responsible adult meeting the child at destination.
 - vii) The flight on which space is held is not expected to terminate short of, or bypass the destination because of weather conditions.
 - viii) Prior to releasing custody of an unaccompanied child, the agent must obtain positive identification of the responsible party meeting the child and the signature of the said party.
 - ix) A handling fee of CAD \$100 per direction per child applies.
- c) Handling unaccompanied children in situations involving irregular operations:
 - i) The Carrier will advise the contact at destination if the child is to arrive at destination by other than the original flight. If the Carrier is unable to reach the contact at destination, it will advise the contact at origin.
 - ii) The Carrier will assume custody of the child in case of diversion of flight.
 - iii) Prior to releasing custody of an unaccompanied child, the agent must obtain positive identification of the responsible party meeting the child and the signature of the said party.

6.5.3. **Responsibilities of the Carrier** - the Carrier will ensure the safety, security and general well-being of unaccompanied minors, but will not assume any financial or guardianship responsibility for them beyond those applicable to an adult passenger.

RULE 7. CARRIAGE OF BAGGAGE AND CARGO (SUBJECT TO RULE 18)**7.1 Baggage**

The Carrier will accept for transportation as baggage such personal property as is necessary for the wear, use, comfort or convenience of the passenger for the purposes of the trip, subject to the following conditions:

- a) All baggage must be suitably externally identified and packed in a manner which can withstand ordinary handling, or be of a weight, size or character which renders it suitable for transportation;
- b) Fragile or perishable articles, including medication or medical devices, money, jewelry, silverware, electronics, laptop computers, personal audio/video devices, negotiable documents, securities, samples of business documents or other valuables (other than articles of clothing) shall not be accepted as checked baggage. Any such items declared or found in checked baggage shall be subject to removal prior to the baggage in question being accepted for carriage by the Carrier.

The Carrier shall not be liable for damage to fragile, valuable or perishable items where such damage is the result of the inherent defect, quality or vice of the item in question. Unsuitably or inadequately packed items will be accepted at the Carrier's discretion and, where accepted, compensation may be denied as a result of the aforementioned factors. The Carrier assumes no liability for the delay in delivery of any perishable items accepted as checked baggage unless it has failed to take all reasonable measures to avoid such delay.

- c) Normal carrier liability, as contained in this Rule, will be waived for substantiated claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted into the care of the Carrier as checked baggage or otherwise. If a mobility aid is damaged or lost, the Carrier will immediately provide a suitable temporary replacement without charge. If a damaged aid can be repaired, the Carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours after the passenger's arrival, the Carrier will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

For departure on or before March 30th, 2019, the following applies

| Number of free allowance baggage (maximum kg each) | | |
|---|---|--|
| Economy | / Domestic | |
| ABC - ECO-ECO & ECO-PROMO | \$ please refer to the <i>grid Baggage fee per segment</i> (no free baggage) (23kg) | |
| ABC - ECO-EXTRA & ECO-MAX | 1 (23kg) Eco-Extra 2 (23kg) Eco-Max | |
| Package | 1 (23kg) | |
| Cruise (voucher of +5kg) | 1 (23kg) +5kg | |
| Club | / Domestic | |
| Club | 2 (25kg) | |

| Baggage fee per segment | | |
|--|---|-------------------|
| Domestic | | |
| Bag 1 | Bag 2 | Additional |
| 25 \$ CAD prepaid or 30 \$ CAD if purchased at airport | 40 \$ CAD if prepaid or 50 \$ CAD if purchased at airport | 200 \$ CAD |
| Applicable taxes to add | | |
| Overweight/ Excess Baggage Fee | | |
| Piece (24kg to 32kg) | 75 \$ CAD | |
| For Club class: Piece (26 kg to 32 kg), except Europe, where no heavy fee is charged up to 32 kgs | 75 \$ CAD | |

For Departures after April 1st, 2019, the following conditions apply:

| Number of free allowance baggage (maximum kg each) | |
|---|-------------------|
| Economy | Domestic |
| ABC - ECO Budget | No bag |
| ABC - ECO Standard | 1 bag (23kg) |
| ABC - ECO Flex | 2 bag (23kg) each |
| Package | 1 bag (23kg) |
| Cruise (voucher of +5kg) | 1 bag (23kg) +5kg |
| Club | Domestic |
| Club | 2 (25kg) each |

| Baggage fee per segment | | |
|--|---|-------------------|
| Domestic | | |
| Bag 1 | Bag 2 | Additional |
| 25 \$ CAD prepaid or 30 \$ CAD if purchased at airport | 40 \$ CAD if prepaid or 50 \$ CAD if purchased at airport | 200 \$ CAD |
| Applicable taxes to add | | |
| Overweight/ Excess Baggage Fee | | |
| Piece (24kg to 32kg) | 75 \$ CAD | |
| For Club class: Piece (26 kg to 32 kg), except Europe, where no heavy fee is charged up to 32 kgs | 75 \$ CAD | |

Prices and weights indicated are valid per flight segment. Applicable taxes are not included.

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

Windsurfing and surf boards no more than 12 feet long, with mast and sail detached and packed separately from board: CDN \$100.00 per flight segment. Bicycles: CDN \$50.00 per flight segment.

All other sporting equipment not listed as exempt is subject to per piece baggage fees.

- e) Baggage (equivalent to hand luggage) the dimensions of which do not exceed 23 cm x 40 cm x 51 cm (9" x 16" x 20) and the weight of which does not exceed 10 kilograms in Economy and 15 kg in Club Class may be carried on board the aircraft by the passenger provided that, at the sole discretion of the Carrier, it is suitable to be stowed in the passenger compartment of the aircraft and is not otherwise offensive or objectionable to any other passengers.
- f) Articles of baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons or property, are likely to be damaged by air carriage, are unsuitably tagged or packed, or the carriage of which would violate the laws, regulations, or orders of countries to be flown from, into, or over.

- g) If the weight, size or character renders it unsuitable for carriage on the aircraft, the Carrier, prior to departure of the flight, will refuse to carry the passenger's baggage or goods or any part thereof. The following articles will be carried only with prior consent of the Carrier:
- i) Firearms of any description - firearms for sport purposes will be carried as baggage provided required entry permits are in the possession of the passenger for the country of destination and provided that such firearms are disassembled or packed in a suitable case. The provisions of this paragraph do not apply to law enforcement officers traveling in the line of duty and carrying legally prescribed side arms or other similar weapons.
 - ii) Explosives, ammunition, corrosives, flammables, or otherwise dangerous material;
 - iii) Any sharp or pointed article such as knife, scissors, nail fasteners, or anything that could be used as a weapon;
 - iv) Electronic or motorized equipment;
 - v) Objects of art;
 - vi) Live animals;
 - vii) Perishable items.

(N) 7.2 Musical Instruments

The Carrier does not allow the purchase of additional seats for the purpose of carrying a musical instrument.

Musical instruments not exceeding a weight of 10 kg (22 lbs) and a dimension of 23 x 40 x 51 cm (9 x 16 x 20 in) (including wheels and handles) are accepted in the cabin as a carry-on. Such a musical instrument in the cabin replaces the carry-on baggage allowed. All instruments in the cabin must be stowed in the overhead bin or under the seat. Instruments exceeding this size or weight will have to be checked-in.

If the musical instrument exceeds the quantity/dimensions/weight of the carry-on baggage allowance and weighs less than 32 kg (70 lbs), it will become part of your checked baggage allowance, which when exceeded is subject to any applicable excess baggage charges. To prevent any damage, we advise storing the musical instrument in a protective hard case.

For information on individual pieces of baggage exceeding 32 kg (70 lb) in weight, contact the Carrier's cargo department.

7.3 Cargo

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

- a) The Carrier shall have the right, but not the obligation, to make such inspections of cargo as it deems necessary or appropriate, with or without the shipper's consent or knowledge. The existence or exercise of such right shall not be construed as an agreement, expressed or implied, by the Carrier to carry such cargo as would otherwise be precluded from carriage in accordance with this tariff.
- b) The Carrier shall not be liable for any damage to any cargo resulting from exposure to electromagnetic x-ray or fluoroscopic metal or other detecting devices as a result of any such inspections.
- c) All cargo presented for carriage shall be crated or otherwise suitably enclosed and be of weight, size and character that is suitable for carriage on the aircraft.
- d) Carriage of animals: only domestic cats and dogs are accepted for carriage,. All other animals, except certified service animals, are not accepted on the Carrier's flights. Passengers must be of at least sixteen (16) years of age, and be in possession of all animal-related health and vaccination documents required by the country of destination. Must not travel on a connecting flight. The following conditions will apply:
 - e) For Carriage in the Cargo Hold
 - i) A fee of CDN \$75.00 will be charged for carriage of animals in the cargo hold.
 - i) Animal must travel in a cage supplied by the passenger with the name of the animal written on it.

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- ii) Animal must be in an IATA approved cage for air transportation. Plain rigid plastic is mandatory. Cage of the wire-kind or any other material will not be accepted (door can be of wire-kind).
 - iii) Cage must be big enough for the animal(s) to stand-up, turn-around and lie down according to number of animals inside.
 - iv) Only one (1) animal per cage is accepted, and no animal under 12 weeks of age may travel alone. Exceptions to this are as follows: Dogs and cats: a mother with puppies or a mother with kittens between 6-12 weeks old, or, up to 3 puppies or kittens from the same litter between 8 weeks and 6 months. The cage must always be big enough to accommodate all the animals.
 - v) Animals that appear aggressive, unruly, ill or in distress may be denied for transport.
- f) For Carriage in the Cabin
- i) A fee of CDN \$50.00 per flight segment will be charged for carriage of animal in the cabin.
 - ii) Animal must be at least 12 weeks old and fully weaned
 - iii) Animal must travel in an approved for air transportation leak-proof, soft-sided and well ventilated carrier supplied by the passenger.
 - iv) Carrier must be big enough to allow the animal to stand, turn or lay down safely and comfortably.
 - v) The animal must remain in the carrier for the entire duration of the flight and no part of the animal may extend outside of the carrier.
 - vi) The carrier must fit and remain under the seat in front of the passenger.
 - vii) Passenger may be required to relocate their seat in the cabin if there is an allergic passenger on board allowing a minimum of 5 row separation.
 - viii) The weight of the animal, including the carrier, cannot exceed 10 kilograms and the size of the container must be a maximum of 55x35x35cm
 - ix) The pet carrier counts as one item as per the carry-on allowance.
 - x) Passenger cannot be seated in Exit or Bulkhead seats or in Club Class
 - xi) Passenger cannot transport an animal in addition to medical equipment that must also be stowed under the seat in front of the passenger.
 - xii) Animal that appears aggressive, unruly ill or in distress may be denied for transport.
 - xiii) A maximum of one (1) animal per passenger is accepted.
- e) Perishable goods shall be properly packed by the shipper to prevent damage or deterioration in flight. The Carrier shall not be liable for any loss, damage, deterioration or destruction of perishable goods regardless of its cause, including loss, damage, deterioration or destruction resulting from delay in departure or enroute unless directly caused by the gross negligence or willful misconduct of the Carrier.
- f) **Non-acceptance by Consignee** - where any goods are refused by the consignee, or effective arrangements have not been made by the shipper for the consignee to accept goods at the destination, or where instructions for disposal cannot be obtained from the shipper or consignee, or where there is danger that the goods shall become worthless because of delay in transit or delivery or non-delivery, the Carrier shall without prior notice, dispose of the goods upon such terms as shall

appear fit and proper to the Carrier from and against any and all costs of disposal, delivery or storage thereof.

- g) **Refusal of Carriage** - the Carrier shall refuse to carry or shall remove enroute any cargo when:
- i) Such cargo:
 - may endanger the safety of the aircraft, crew, other cargo, passengers or baggage;
 - is shipped contrary to any applicable laws, regulations or orders of any place to be flown from, into or over;
 - is liable to cause damage to the aircraft or to baggage or other cargo, or injury to persons onboard the aircraft;
 - is likely to be damaged by air carriage;
 - is improperly packed or otherwise defective.
 - ii) The weight, size or character of the cargo is unsuitable for carriage on the aircraft.
- h) **Restricted Articles**
- i) In addition to the rules set forth in this tariff, the provisions of the IATA Restricted Articles Regulations shall apply in connection with carriage in the aircraft.
 - ii) The shipper shall comply with all applicable regulations governing the carriage of such restricted articles

c) Seat selection and applicable fees

A passenger holding a confirmed reservation may pre-select a seating assignment, where and when available, for the reserved flights. Such pre-selected seating assignment is not guaranteed and will be subject to cancellation without refund if the passenger fails to check-in at least 75 minutes prior to scheduled departure time. The Carrier will make reasonable efforts to ensure that parents/guardians travelling with children under 14 years of age are seated together. In order to accommodate parents/guardians travelling with children under 14 years of age that check-in late or do not use the Carrier's advance seat selection service per the present Rule, the following steps will be taken by the Carrier on a complimentary basis: the Carrier will maintain small groups or blocks of seats for their seating assignments subject to availability. In cases where this is not possible, the cabin crew chief of the flight in question may be asked to assist by ground personnel by asking other seat-assigned passengers to voluntarily change seats in order to accommodate parents/guardians travelling with children under 14 years of age once boarding is complete. Where parents/guardians choose to reserve their seats in advance per the present Rule, their accompanying children under 12 years of age who are registered free of charge in the Carrier's Kids Club program will be provided guaranteed contiguous seat assignments on a complimentary basis.

(N)The Carrier must assign, at no additional charge, the seats as follows: (a) in the case of a child who is four years of age or younger, a seat that is adjacent to their parent, guardian or tutor's seat; (b) in the case of a child who is 5 to 11 years of age, a seat that is in the same row as their parent, guardian or tutor's seat, and that is separated from that parent, guardian or tutor's seat by no more than one seat; and (c) in the case of a child who is 12 or 13 years of age, a seat that is in a row that is separated from the row of their parent, guardian or tutor's seat by no more than one row.

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

The above fees are in Canadian dollars, are non-refundable prior to departure and will be waived for passengers who advise the Carrier at booking that the requested seat is needed to accommodate a physical disability. In the event that the pre-selected seating assignment is not available at check-in, the Carrier will undertake to make alternate seat assignment arrangements or will provide a refund of the seat reservation fee paid for the flight segment involved upon request by the passenger.

RULE 8. LIABILITY – PASSENGERS AND BAGGAGE**(A) Liability in the case of death or bodily injury of a passenger**

1. For carriage between two points in Canada that is not part of an international itinerary, the liability of the Carrier in respect of the death of, or injury to, a passenger carried for hire and sustained during either flight embarkation, disembarkation or at any time while on board the aircraft shall be limited in respect of such passenger to the minimum per passenger amount of passenger liability insurance as stipulated by the Agency or per the requirements of the *Air Transportation Regulations* in effect. In the event of proven willful misconduct and/or gross negligence as a direct cause of the death or injury in question on the part of the Carrier, its personnel, agents or mandataries, this limit may not apply per the principles of applicable law. Furthermore, where a domestic flight segment is part of the contract of carriage of an international itinerary, the liability provisions of the applicable international conventions may apply.
2. In no cases shall the Carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss. In addition, the Carrier shall not be liable for consequential, special, punitive or exemplary damages arising from or connected in any way with any act or omission by the Carrier, its employees, agents or mandataries, or whether or not such act or omission was negligent and whether or not the Carrier had knowledge that such damages might be incurred.
3. The Carrier is not liable:
 - (a) In the case of any passenger whose age or mental or physical condition, including pregnancy, presents a risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his/her age or mental or physical condition; or
 - (b) In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

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

The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked or unchecked baggage as set out in the following paragraphs:

- (a) The liability of the carrier is limited to sum of 1131 SDR (approx \$1,800 CAD) for each passenger in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked. However, the limit will not apply:

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- (i) If it is proved that the damage resulted from an act or omission of the carrier, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in case of such act or omission of a servant or agent, it is also proved that such servant or agent was performing services for the carrier in furtherance of the contract of carriage.
 - (b) If the carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

Unless the passenger proves otherwise:

- (i) All baggage checked by the passenger will be considered to be the property of that passenger.
- (ii) A particular piece of baggage, checked or unchecked, will not be considered to be the property of more than one person.
- (iii) Unchecked baggage, including personal items, will be considered to be property of the passenger who is in possession of the baggage at the time of embarkation.

(N) (C) Liability regarding Cargo (any goods, except baggage and mail)

In the carriage of Cargo, the liability of the Carrier for destruction, loss, damage or delay is set out in the following paragraphs:

- a) Subject to subsection (b), the liability of the Carrier in respect of destruction, loss, damage or delay to Cargo is limited to the sum of \$35.00 per kilogramme.
- b) The liability of the Carrier is limited to the sum set forth under paragraph a) unless the consignor has made, at the time when the package was handed over to the Carrier, a special declaration of interest and has paid a supplementary sum if the case so requires. Under such circumstances, the Carrier will be liable to pay up to the declared sum, unless it proves that the sum is greater than the consignor's actual interest in delivery at destination.

(D) Exclusion of Liability

Except as any applicable laws may otherwise require:

1. The Carrier is not liable for destruction, loss, damage or delay of unchecked baggage arising out of or in connection with carriage or other supplementary services to carriage performed by the Carrier, unless such damage is caused by the negligence of the Carrier. Assistance offered to the passenger by the Carrier's employees in loading, unloading or transferring unchecked baggage shall be considered as complimentary service to the passenger. The Carrier is not liable for damage to such unchecked baggage incurred during, or, as a result of this service, unless such damage is caused by the negligence of the Carrier's employees.
2. The Carrier is not liable for any damages directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from the failure of the passenger to comply with same or out of any cause beyond the Carrier's control.
3. The Carrier is liable for damage sustained in case of destruction or loss of, or of 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 Carrier. 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.
4. The Carrier is not liable for damage to the passenger's baggage caused by contents of the passenger's baggage. Any passenger whose property causes damage to another passenger's baggage or to the property of the carrier will compensate the carrier for all losses and expenses it incurs as a result.
5. When the Carrier has exercised reasonable care and attention to the handling and treatment of perishable items or fragile articles, it shall not be liable for spoilage resulting from the delay in delivery of any perishable items, nor for the damage to, or damage caused by, fragile articles per Rule 7. which are unsuitably packed.
7. Liability of the Carrier for damage will be limited to events on its own line, except in the case of checked baggage, with respect to successive carriage, in which case, the passenger also has a right of action against the first or last carrier involved in the transportation.
8. If the Carrier issues a ticket or checks baggage for carriage on another carrier, it does so only as an agent.
9. In the case of unchecked baggage, the Carrier is liable only to the extent that the damage resulted from its fault or that of its servants or agents.
10. Any exclusion or limitation of liability of the Carrier under this tariff or under the passenger's ticket will apply to agents, servants or representatives of the Carrier who were performing services in furtherance of the contract of carriage and also to any person whose aircraft is used by the Carrier and its agents, servants or representatives who are performing services in furtherance of the contract of carriage.

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11. The owner of a pet will be responsible for compliance with all government regulations and restrictions including providing valid health and rabies vaccination certificates when required. The Carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision and the carrier will not be responsible if any pet is refused.

(E) Time Limitations on Claims and Actions

1. No action will be taken against the carrier in case of loss or delay in the delivery of checked and unchecked baggage unless the passenger complains in writing to the carrier within:
 - (a) 21 days from the date on which the baggage has been placed at the passenger's disposal (in the case of delay); or,
 - (b) 21 days from the date on which the baggage should have been placed at the passenger's disposal (in the case of loss).
2. In the case of damage to checked baggage, the passenger must complain to the carrier immediately after discovery of damage, and at the latest, within seven days from receipt of the baggage.
3. Any claim against a carrier will be extinguished unless an action is brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. For baggage claims, reimbursement for expenses will be based upon acceptable proof of claim.

SECTION II – TRAVEL DOCUMENTS**RULE 9. TRAVEL DOCUMENTS**9.1 Tickets

- a) No person shall be entitled to carriage except upon presentation of a valid ticket.
- b) Tickets are not transferable and the Carrier shall not be required to honour any ticket or provide any transportation where such ticket is presented by someone other than the person entitled to be transported thereunder.

9.2 Validity of ticket

Tickets are valid for carriage only on the flights and dates shown thereon and are not refundable by the Carrier to the passenger, except as provided by applicable fare conditions.

9.3 Air Waybills

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

9.4 - Baggage Checks

Carrier shall receive baggage onboard any flight only upon a baggage check for the flight having been presented for carriage and upon a baggage check for the flight having been affixed thereto. Baggage for which a baggage check has been issued by the Carrier shall be delivered to the bearer of the baggage check provided, however, that the Carrier shall not be liable for any loss, damage or expenses arising out of or in connection with its failure to ascertain that the person claiming the baggage is the bearer of the baggage check applicable thereto. If a person claiming the baggage is unable to present the baggage check, the Carrier shall deliver the baggage if such person establishes that person's right thereto to the Carrier's satisfaction and the Carrier may require such person to furnish adequate security to indemnify the Carrier for any loss, damage or expense which may be incurred by the Carrier as a result of such delivery. The Carrier shall not be bound to check baggage beyond the destination of the flight.

SECTION III – RESERVATIONS**RULE 10. CONFIRMATION OF RESERVED SPACE AND FLIGHT SCHEDULES**

- a) A reservation of space on a given flight is valid when the availability and allocation of such space is confirmed by the Carrier to a person subject to payment or other satisfactory credit arrangements. A passenger with a valid paper or electronic ticket reflecting reservations for a specific flight and date on the Carrier is considered confirmed, unless the reservation was cancelled due to one of the reasons indicated in Rule 11. The Carrier does not guarantee to provide any particular seat on the aircraft.
- b) It is the responsibility of the passenger to re-confirm flight schedules at least 24 hours and not more than 72 hours prior to originally scheduled departure time. The Carrier shall not be liable for damages or refund for failure to re-confirm which leads to a missed flight.
- c) Seat reservation fees
A passenger holding a confirmed reservation may pre-select a seating assignment, where and when available, for the reserved flights. Such pre-selected seating assignment is not guaranteed and will be subject to cancellation without refund if the passenger fails to check-in at least 75 minutes prior to scheduled departure time. Subject to the exceptions outlined hereunder, a seat pre-selection charge of CDN \$ 10.00 fee is applicable for all sectors. Exceptions: (i) For emergency exit and bulkhead row seats CDN \$25.00. (ii) For front of cabin and two-by-two seats CDN \$ 15.00. The above fees are non-refundable prior to departure but may be waived for passengers who advise the Carrier at booking that the requested seat is needed to accommodate a physical disability. In the event that the pre-selected seating assignment is not available at check-in, the Carrier will undertake to make alternate seat assignment arrangements or will provide a refund of the seat reservation fee paid for the flight segment involved upon request by the passenger.

RULE 11. CANCELLATION OF RESERVATIONS (Subject to Rule 18)

All reservations are subject to cancellation without notice:

- a) If the passenger has not purchased a validated ticket indicating confirmed seat(s) at least 60 minutes prior to scheduled departure of the flight, or earlier if a special time limit is required.
- b) If the passenger fails to fulfill the requirements of the fare type of that reservation.
- c) If the passenger does not present himself at check-in at least 45 minutes prior to scheduled departure time or at the boarding gate at least 15 minutes prior to departure time.
- d) If the passenger fails to occupy a seat reserved (for example: a no-show).

If the Carrier refuses to transport the passenger for any of the reasons stated above, even if a reservation was confirmed, the reservation may not be accepted for the flight specified. Subject to applicable fare rules and conditions, no refund will be due. Cancellation will apply to all segments in the itinerary.

SECTION IV – FARES AND ROUTINGS**RULE 12. APPLICATION OF FARES AND ROUTINGS****a) General**

The price of transportation shall be disclosed at the time of confirmation, however fares are subject to change without notice.

b) Currency

All fares and charges are stated in the Canadian currency (CAD\$).

c) Fare Changes

The Carrier may change its fares from time to time at its sole discretion. Notwithstanding, the difference in fares resulting from an increase (other than an approved surcharge) which took effect further to the date of ticket issuance shall not be due or subject to any subsequent collection by the Carrier.

d) Connecting Flights

When an area is served by more than one airport and a passenger arrives at one airport and departs from another airport, transportation between those airports must be arranged by and at the expense of the passenger.

e) Stopover

- i) A stopover means a deliberate interruption of a journey by the passenger, agreed to in advance by the Carrier, at a point between the place of departure and the place of destination.
- ii) In no event will a stopover occur when the passenger departs from the intermediate city on a flight scheduled to depart within 4 hours after the passenger's arrival.

f) Routing

A fare applies only to:

- i) Transportation via the routing specified by the Carrier in reference to that fare. Any other routing may subject the passenger to an additional charge.
- ii) Transportation between the airports. Tickets may not be issued or accepted for transportation that will either originate or terminate at an airport other than the airport for which the fares are published.

g) Infants

A maximum of one infant under 2 years of age per accompanying passenger of at least sixteen (16) years of age will be accepted and will be subject to ten percent of the applicable adult fare if held on the lap of the accompanying passenger.

h) Children

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

i) Child Restraint Device

- i) An adult traveling with an infant may reserve an adjacent seat for the purpose of the installation of an approved infant restraint device as described below.
- ii) The infant must be properly secured in an infant restraint device which was manufactured on or after January 1, 1981 and which displays inspection sticker CMVSS-213 if made in Canada or is certified as conforming to all applicable U.S. Federal Motor Vehicle Safety Standards or for use onboard aircraft. Also accepted: AmSafe C.A.R.E.S. child restraint system for children between 1 and 4 years old, weighing between 10-20 kilograms and whose height is 100 cm or less.
- iii) Instructions for the proper use of the device and its weight and stature capacities must also be prominently displayed on the device. Use of the device may be prohibited if in the opinion of Carrier personnel the infant exceeds the prescribed capacity limits.
- iv) The device shall at all times be properly secured in a seat adjacent to an accompanying adult who is familiar with the proper method of releasing the infant from the device. The device may not be located at an emergency exit row or in any seat which would prevent access to an aisle or to emergency or safety equipment.
- v) The device must be provided by the adult travelling with the infant. The Carrier assumes no responsibility for the provision of approved infant restraint devices described above.
- vi) The charge for the seat in which the device is located shall be the applicable child's fare. Reservations for the adjacent seat are required and must be booked in the same class of service as the reservation for the accompanying adult.

SECTION V - MISCELLANEOUS**RULE 13. GROUND TRANSPORTATION**

Rates and charges published herein do not include ground transportation. The Carrier does not maintain, operate or provide ground transportation between airports and any other location. Any such services are performed by independent contractors who are not and shall not be deemed to be agents or employees of the Carrier. The Carrier shall not be liable for acts or omissions of such independent contractors, whether or not such ground transportation was arranged for by an employee, agent or representative of the Carrier. Ground transportation costs shall be payable by the scheduled user.

RULE 14. APPLICABLE LAW

The scheduled user contract wherever made or performed shall be governed by and interpreted according to the laws of the Province of Quebec, Canada. The illegality or invalidity of any paragraph, clause or provision contained or referred to in any scheduled contract shall not affect or invalidate any other paragraph, clause or provision contained or referred to in the scheduled user contract and shall not affect or invalidate any other paragraph, clause or provision therein.

RULE 15. LOST TICKET

When a passenger loses his/her ticket, the passenger must purchase a new ticket or portion thereof and the Carrier will make a refund to the passenger upon his/her request, subject to the following conditions, provided the original ticket was issued by the Carrier:

- a) **Replacement ticket:**
If a passenger wishes to commence or continue his journey, a new ticket must be purchased for the portion of the lost ticket for the intended journey. The replacement ticket will be issued for the lost portion of the journey at the fares and conditions applicable for that portion of the journey on the date of purchase of the replacement ticket.
- b) **Application for refund:**
 - i) The refund will be an amount equal to the fare and charges paid for such new portion purchased, less any carrier compensation fee for changes, if applicable, and less the service charge specified in (iii).
 - ii) Application for refund of a lost ticket or portion must be made to the general offices of the Carrier for such refunds not later than one month after the expiration date of the lost ticket along with details of the purchase and proof of purchase of new ticket such as receipt of the transaction.

- iii) A refund will be made not more than 90 days after receipt of the application and will be made only provided that the lost ticket or portion has not previously been honored for transportation or refunded to any person. Furthermore, the person to whom the refund is made must agree, on the application form prescribed by Carrier, to indemnify the Carrier for any loss or damage which it may sustain by reason of such refund.
- c) **Service charge:**
The Carrier will impose a service charge of CDN \$ 50.00 per ticket for handling such requests for replacement or refund of a lost ticket or portion thereof.

RULE 16. DENIED BOARDING COMPENSATION

Subject to Rule 18, when the Carrier is unable to provide previously confirmed space due to more passengers holding confirmed reservations and tickets on a flight than there are available seats on that flight, the Carrier will take the actions specified in the provisions of this rule in addition to those stipulated in Rule 6.3.

16.1 Request for volunteers

The Carrier will request passengers who are willing to do so, to voluntarily relinquish their confirmed reserved space in exchange for compensation in an amount to be determined by the Carrier. If a passenger is asked to volunteer, the Carrier will not later deny boarding to that passenger involuntarily unless that passenger was informed at the time he was asked to volunteer that there was a possibility of being denied boarding involuntarily and of the amount of compensation to which he would have been entitled in that event. The request for volunteers and the selection of such persons to be denied space shall be in a manner determined solely by the Carrier. In exchange for voluntarily relinquishing confirmed space, the Carrier may, at its option, offer to compensate that passenger with a credit valid for the purchase of future transportation on the Carrier in lieu of monetary compensation. The credit shall be of a value equal to or greater than the level of monetary compensation which would otherwise have been offered and shall be valid for travel only on the Carrier within eighteen months from the date of issue and shall be non-refundable, non-endorsable and non-transferable.

16.2 Boarding priorities

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

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

16.3 Transportation for passengers denied boarding

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

- a) The Carrier will transport the passenger on its next available flight at no additional cost to the passenger;
- b) If the Carrier is unable to provide onward transportation acceptable to the passenger, any other carrier or combination of carriers, at the request of the passenger, will transport the passenger without stopover on its (their) next flight(s) in the same class of service as the passenger's original outbound flight, or if space is available on a flight of a different class of service acceptable to the passenger, such flight(s) will be used without stopover at no additional cost to the passenger only if it will provide an earlier arrival at the passenger's destination, next stopover point, or transfer point.

16.4 Compensation for involuntary denied boarding

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

- a) Conditions for payment
 - i. A passenger holding a ticket for confirmed space must present him/herself for carriage at the appropriate time and place, having complied fully with the Carrier's requirements as to ticketing, check-in and reconfirmation of reservations and having met all requirements for acceptance of transportation published in the Carrier's tariffs.
 - ii. The flight for which the passenger holds confirmed space must be unable to accommodate the passenger and departs without him/her.
 - iii. The passenger who has been denied boarding will not be entitled to compensation in the event of the following:
 - substitution of equipment of a lesser capacity when required for operational or safety reasons;
 - government requisition of space;
 - the passenger is offered and refuses a seat in a section of the aircraft other than that specified on the ticket at no extra charge; if a passenger is seated in a section for which a lower fare applies, the passenger shall be entitled to an appropriate refund;

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- b) Amount of compensation
- i) The Carrier will tender liquidated damages in the following amounts: for flights of less than 5 hours duration – CAD 100.00; for flights of 5 hours length or more – CAD 200.00 regardless of final destination or fare paid.
 - ii) If the offer of compensation is accepted by the passenger, such payment shall constitute full compensation for all actual or anticipatory damages incurred or to be incurred by the passenger as a result of the Carrier's failure to provide the passenger with confirmed space.
 - iii) The Carrier may, at its option, offer to compensate the passenger with credit for free transportation on the Carrier in lieu of monetary compensation. The credit offered will be of a value equal to or higher than that of the monetary compensation due to the passenger and the Carrier will inform the passenger of the amount of cash compensation that would otherwise be due. The passenger may decline the credit and accept the cash. If accepted, the credit will be valid for travel only on the Carrier within one year from the date of issuance and shall be valid for free transportation on any route.
 - iv) The offer of compensation will be made by the Carrier at the time of failure to provide confirmed space, and, if accepted, will be receipted for by the passenger. Should the Carrier arrange alternate transportation that departs prior to the time the offer can be made to the passenger, the offer shall be made by mail or other means within 24 hours after the time the failure to provide confirmed space occurs.

16.5 Notice provided passengers

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

- a) Compensation for denied boarding
If you have been denied a reserved seat on Air Transat you are probably entitled to monetary compensation. This notice explains the airline's obligations and the passenger's rights in the case of an oversold flight, in accordance with tariffs on file with the C.T.A.
- b) Volunteers and boarding priorities
If a flight is oversold (more passengers hold confirmed reservations than there are spaces available), no one may be denied boarding against his will until airline personnel first ask for volunteers who will give up their reservations willingly, in exchange for payment of the airline's choosing. If there are not enough volunteers, other passengers may be denied boarding involuntarily, in accordance with the boarding priorities of the Carrier.

- c) Compensation for involuntary denied boarding
If you are denied boarding involuntarily, you are entitled to payment of “Denied Boarding Compensation” from Air Transat unless (a) you have not fully complied with the airline’s ticketing, check-in and reconfirmation requirements, or you are not acceptable for transportation under the airline’s published tariffs (b) the flight has been cancelled (c) a government requisition of space has occurred or a smaller capacity aircraft was substituted for safety or operational reasons (d) a reduction of available seating capacity has occurred for safety or operational reasons (e) you are offered accommodation in a section of the aircraft other than that specified in your ticket, at no extra charge (a passenger seated in a section for which a lower fare applies must be given an appropriate refund).
- d) Amount of denied boarding compensation
Passengers who are eligible for denied boarding compensation must be offered either:
- i) For flights of less than 5 hours - \$100 CDN; 5 hours or more - \$200 CDN.
 - ii) A travel credit on Air Transat equivalent to twice the monetary amount.
- e) Method of payment
The Carrier will give each passenger who qualifies for compensation a payment by check for the amount specified above, at the time the involuntary denied boarding occurs. However, if the airline arranges alternate transportation which departs before the payment can be made, the payment will be sent to the passenger within 24 hours. The Carrier may offer travel credits in place of the cash payment. The passenger may, however, insist on the cash payments, or refuse all compensation and bring private legal action.
- f) Passenger’s options
Acceptance of the compensation (by endorsing the cheque within 30 days) relieves the Carrier from any further liability to the passenger caused by its failure to honour the confirmed reservation. However, the passenger may decline the payment and seek to recover damages in a court of law or in some other manner.

RULE 17. USE OF OXYGEN ON-BOARD

The Carrier provides breathing oxygen on-board for chronic respiratory illness. The passenger requiring such breathing oxygen must submit a request to the Carrier to this effect not less than seven (7) days prior to scheduled departure. As part of this process, the passenger must have a physician complete the required form provided by the Carrier. A fee of \$100.00 CDN per oxygen kit will be charged (up to a maximum of \$300CDN) for oxygen service from point of departure to point of destination, stop-over or interline transfer, whichever occurs first. The passenger may use the following types of personal oxygen concentrators on board: AirSep Focus, AirSep Freestyle, AirSep Free Style 5, AirSep Lifestyle, Delphi RS-00400, DeVilbiss Helathcare's iGo, Inogen One, Inogen's Ingen One G2, Inogen One G3, Inova Labs LifeChoice, Inova Labs LifeChoice Activox, International Biophysics LifeChoice, Invacare XP02, Invacare Solo2, Oxlife's Independence Oxygen Concentrator, Oxus RS-00400, Precision Medical EasyPulse, Respironics EverGo, Respironics SimplyGo, SeQual Eclipse, SeQual SAROS. These concentrators use lithium batteries, which are accepted for carriage in the cabin only (no more than two spares per passenger). Passengers using such equipment may not be seated in bulkhead or emergency exit rows, as the device must be stowed under the seat in front whenever the fasten seat belt sign is illuminated. Such concentrators must conform with Transport Canada's Carriage of Dangerous Goods Regulations, as well as with carry-on baggage size regulations as per Rule 7. Moreover, the use of personal oxygen concentrators by the passenger is permitted on board subject to 48 hour advance notice in this respect being provided to the Carrier. Such notice must include a declaration by a physician (including basic contact details) that the passenger may fly without risk to himself/herself or to others on board.

RULE 18. ADDITIONAL PASSENGER SERVICE COMMITMENTS

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

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- (iv) When determining the amount of the offered cash payment or travel credit, the Carrier will consider all circumstances of the case, including any expenses which the passenger, acting reasonably, may have incurred as a result of the Schedule Irregularity, as for example, costs incurred for accommodation, meals or additional transportation. The Carrier will set the amount of compensation offered with a view to reimbursing the passenger for all such reasonable expenses.
3. Given that passengers have a right to punctuality, the Carrier will do the following:
- a) If a flight is delayed and the delay between the scheduled departure of the flight and the actual departure of the flight exceeds 4 hours, the Carrier will provide the passenger with a meal voucher;
 - b) If a flight is delayed by more than 8 hours and the delay involves an overnight stay, the Carrier will pay for an overnight hotel stay and airport transfers for passengers who did not start their travel at that airport;
 - c) If the delay occurs while onboard, the Carrier will offer drinks and snacks as available, where it is safe, practical and timely to do so. The Carrier shall ensure the lavatories remain stocked and in working order, and that there is access to medical assistance if required. The aircraft commander will ensure that passengers are aware and kept informed of the status of the delay at least every 30 minutes. If the delay exceeds 90 minutes while at the gate, or 4 hours in the event of a Tarmac delay, the Carrier must allow the passengers to deplane unless:
 - i. the Carrier determines there is a safety-related, or security-related reason (e.g. weather, directive from a government agency or authority) why the aircraft cannot leave its position on the tarmac to deplane passengers; or,
 - ii. air traffic control advises the aircraft commander that returning to the gate, or another disembarkation point elsewhere in order to deplane the passengers would disrupt airport operations.
 - d) In the event of an impossibility to deplane, the Carrier shall continue to respect its undertakings outlined in sub-section c) above for as long as the delay lasts. In the event of deplaning, the Carrier shall respect its undertakings outlined under the current Rule 21 including, but not limited to, undertakings related to rebooking and refunds.
4. Given that passengers have a right to retrieve their luggage quickly, if the luggage does not arrive on the same flight as the passenger, the Carrier will take steps to deliver the luggage to the passenger's residence/hotel as soon as possible. The Carrier will take steps to inform the passenger on the status of the luggage and will provide the passenger with an over-night kit as required. Compensation will be provided as per the provisions of this tariff.

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5. Given that nothing in this tariff would make the Carrier responsible for acts of Force Majeure per Rule 5.3 or for the acts of third parties that are not deemed servants and/or agents of the Carrier per applicable law or international conventions, the Carrier shall not be held responsible for any event of Force Majeure or for the actions of such third parties including governments, air traffic control service providers, airport authorities, security and law enforcement agencies, or border control management authorities.

 6. In the event of a conflict between the provisions of this Rule and those of any other rule in this tariff, the provisions of this Rule shall prevail except with respect to Rule 5.3.