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Title Page

Airline Tariff Publishing Company, Agent
International Passenger Rules and Fares

Tariff No. DM1

containing
Local Rules, Fares & Charges
on behalf of

Arajet, SA dba
Arajet

Applicable to the
Transportation of Passengers and Baggage
between points in

Canada/United States and
Area 1

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

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

Issued by:

Alex Zoghlin, President
Airline Tariff Publishing Company, Agent

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Rule 1 Definitions^Δ

In this tariff, the following words shall have meanings set out below:

Adjacent seating means seats that are immediately beside one another;

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

Air crew means the flight crew and one (1) or more persons who, under the authority of the Carrier, perform in-flight duties in the Passenger cabin of and aircraft of the Carrier;

Air service includes a live flight and a ferry flight;

All-in pricing means displays of flight prices inclusive of all applicable taxes, fees, and charges.

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;

APPR means the *Air Passenger Protection Regulations*, SOR/2019-150;

Area 1 means the geographic region defined by the International Air Transportation Association as "Area 1", namely the North and South American continents and the islands adjacent thereto.

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

ATPDR means the *Accessible Transportation for Persons with Disabilities Regulations*;

"ATR" means the *Air Transportation Regulations*.

Baggage means articles, goods, effects and other personal property of the Passenger as are necessary or appropriate for wear, use, comfort, or convenience in connection with the Passenger's trip; unless otherwise stated, "baggage" includes both checked and unchecked (carry-on) baggage or a personal item of the passenger.

Baggage check means those portions of the ticket which provide for the carriage of Passenger(s) checked baggage and which are issued by the Carrier as a receipt for the Passenger(s) checked baggage;

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^Δ Tracked changes applicable to/from the United States annotated throughout the entirety of Rule 1 are effective January 16, 2025 pursuant to Docket OST-97-2050.

Baggage tag means a document issued by the Carrier solely for identification of checked baggage, one (1) portion of which is attached by the Carrier to a particular article of checked baggage and the other portion of which is given to the Passenger;

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

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

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

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

Cabin means the following: compartment of the aircraft in which the Passenger is entitled to be transported pursuant to the general schedule of the Carrier;

Canada means the ten provinces of Canada, the Yukon territory, the districts, and islands comprising the Northwest Territories of Canada and Nunavut;

Canada Transportation Act means the Canada Transportation Act, 1996 as amended from time to time;

Carrier means Arajet, S.A c/o/b as Arajet company incorporated in the Dominican Republic with commercial registration number 102888SD, with registered office located at Calle Rafael Augusto Sánchez No. 86, Torre Roble Corporate Center, seventh floor, Ensanche Piantini, Santo Domingo, Distrito Nacional, Dominican Republic.

Checked baggage means baggage of which the Carrier takes sole custody and for which the Carrier issues a Baggage Tag.

Check-in deadline is the time limit specified by the Carrier by which the passenger must have completed check-in formalities and received a boarding pass;

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;

Code-share means a marketing arrangement in which two or more airlines i.e. marketing carrier(s) or contracting carriers(s) sell seats using their own airline code on a flight that one of them operates (i.e. the operating or actual carrier);

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

Connection means a stop at an intermediate point on the route to be travelled where a change of planes is made by the Passenger, or additional Passengers enplane or deplane an aircraft, and which does not fall within the definition of a stopover;

Contact Centre means the Carrier's customer service centre that provides voice and chat customer service support to passengers;

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

Destination means the point of which the Passenger(s) to be transported on a flight is bound, and including stopover destinations, but does not include a connection;

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

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

Event of force majeure means situations outside the Carrier's control, including but not limited to 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, natural disasters, acts of god, pandemics, epidemics, strikes, riots, civil commotions, embargoes, war or political instability, illegal acts or sabotage, instructions from air traffic control, a NOTAM, a security threat, airport operation issues, a medical emergency, a collision with wildlife, a labor disruption within the Carrier or within an essential service provider such as airport or an air navigation service provider, a manufacturing defect in an aircraft that reduces the safety of Passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority, an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security, laws/rules/proclamations/regulations/orders/declarations/interruptions or requirements of or interference by any government or governmental agency or official thereof, actions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or customs and immigration officials, national

emergency, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances, interruption of flying facilities/navigational aids or other services, damage/destruction or loss of use of an aircraft, confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, hostilities, disturbances, unsettled international conditions, and shortage of fuel or facilities.

Fare means the amount charged to a passenger in respect of a particular class of air service offered by the Carrier;

Fare class means the fare established for a specific class of service;

Fee, charge, or surcharge means an amount of money collected by the Carrier from the Passenger, distinct from the fare, and either in respect of transportation services or services ancillary to transportation services. Fees and surcharges may be collected by the Carrier on its' own behalf or pursuant to an obligation imposed or authorization received from a third-party;

Fare component means a portion of an itinerary between two consecutive fare construction points – the point of origin and the point of destination of the journey are fare construction points;

Fare construction points means the terminal points of a fare component (also referred to as fare break points – the destination where a given fare begins or ends);

Ferry flight means the movement of an aircraft without Passengers to position the aircraft to perform a flight or upon completion of a flight to position the aircraft to a point required by the Carrier;

Gratuitous carriage means air transportation of passengers, goods or animals for no reward.

Group means 21 or more Passengers travelling together on the same flight from a common point of origin to a common destination booked using our group channel: grupos@arajet.com;

Guardian means an adult who, pursuant to applicable laws and regulations, is responsible for caring and making decisions for a child.

Hidden city/point beyond ticketing means the purchase of a fare from a point before the Passenger's actual origin or to a point beyond the Passenger's actual destination;

Immediate family means aunt/uncle, child, executor, grandchild, grandparent, parent, sibling, niece/nephew, adopted child, great grandparent, great-grandchildren, brother/sister (incl. half brother/sister), parent (common law or in-law), spouse (common law/married/same-sex), brother/sister (common law or in-law) mother/father-in-law, legal guardian/spouse of legal guardian, step-brother/sister/parent/child;

Infant means a passenger that is at least 8 days old and less than two years of age by the flight date;

International service means scheduled air services for the transportation of Passengers and baggage between Area 1 and Canada;

Involuntary Refund means a refund of an unused Ticket or portion thereof as required by the Carrier through no fault of the Passenger or a refund pursuant to Rule 75(E);

Itinerary means, a schedule setting forth the name of the relevant Passenger(s), the flight, flight number, class of flight, flight times, as well as the origin and destination of the flight issued to a Passenger on payment of the appropriate fares, rates and charges in respect of that flight;

Large Carrier APPR means a carrier that has transported a worldwide total of two million Passengers or more during each of the two preceding calendar years;

Large Carrier ATPDR means a carrier that has transported a worldwide total of one million Passengers or more during each of the two preceding calendar years;

Live flight means the movement of an aircraft with Passengers from the point of take-off at the origin to a point or points of landing thereafter, inclusive of the point of landing at the destination (immediate technical or fuel landings excepted);

Marketing carrier or contracting carrier means a carrier that sells seats using its own airline code for a flight that another carrier operates (the operating or actual carrier);

Minor means a person who has not reached their 16th birthday on the date that travel commences.

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

Montreal Convention means the convention for the unification of certain rules for international carriage by air, signed at Montreal, May 28, 1999;

No show means a Passenger who:

- (a) fails to check-in for a flight before the check-in cut-off times;
- (b) fails to arrive at a departure gate before the boarding cut-off time; or
- (c) does not initiate, and is not approved for, a same-day change before the flight departure.

Operating carrier or actual carrier means the carrier that operates the actual flight;

Origin means the point from which a flight commences with the Passengers to be transported;

Package means an article for transporting goods other than a suitcase;

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 a valid contract of carriage;

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

Priority baggage means baggage that will be the last items to be stowed in the aircraft hold and the first items to be removed;

Refusal to transport means, despite a passenger holding a valid ticket, the Carrier will not carry or, if necessary, will remove the passenger from a flight at any point for reasons found in Rule 30, Refusal to Transport;

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

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

Rescue dog means a dog that locates people or items (search, rescue, avalanche, or tracking dogs) performing specific tasks for the military or police (detection, scout, sentry) or other highly specialized skills;

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 establishes the points via which travel may take place for a specific fare;

SDR means special drawing rights as defined by the International Monetary Fund;

Schedule Irregularities means any change of schedules, flight times, routing, stops, equipment, and/or service, including: Changes in the scheduled departure or arrival of the Carrier's flight; cancellation of flight, or omission of a scheduled stop; change of schedule itinerary which require rerouting of a passenger at departure time of his or her Original Flight; and a schedule Change.

Self-reliant means that a person does not require services related to a disability beyond that normally provided by the Carrier, or beyond that which applicable rules or regulations require the Carrier to provide;

Service dog means a dog that has been individually trained by an organization or person specializing in service dog training to perform a task to assist a person with a disability with a need related to their disability;

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

Situations outside the Carrier's control include, but are not limited to the following:

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

Small Carrier APPR means any carrier that is not a Large Carrier APPR. For greater certainty, Small Carrier APPR means a carrier that has not transported a worldwide total of two million passengers or more during each of the two preceding calendar years. For the purposes of APPR, the small carrier has the same obligations as a Large Carrier APPR towards a passenger that it carries on behalf of a Large Carrier APPR under a commercial agreement with that carrier;

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

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

Support person means a person 16 years of age or older who is needed by a person with a disability who, because of the nature of their disability, and after departure and before arrival, requires assistance with eating meals, taking medication, using the washroom, transferring to and from a passenger seat, orientation or communication; or physical assistance in an emergency, including in the case of an evacuation or decompression;

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

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

Tax means an amount of money collected by the Carrier from the Passenger pursuant to an obligation imposed by governmental authority;

Ticket means the electronic confirmation generated by the Carrier's central reservations system, or confirmation number, baggage check and accompanying notices that incorporate this contract of carriage;

Traffic means any Passengers, goods or mail that are transported by air;

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

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

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

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

Warsaw Convention means the convention for the unification of certain rules relating to international carriage by air, signed at Warsaw, November 12, 1929, as amended, but not including the Montreal convention as defined above.

Rule 2 Standard Format of Electronic Rules^Δ

Unless otherwise specified in the individual fare rule, conditions of carriage, or elsewhere, the following assumptions for each rule category will apply.

Rule Title/Application (category 50)

This category contains the rule title and defines the application of the rule. It will be used to indicate the geographical application of the rule, type of service (first, coach, etc.), type of transportation (one way or round trip), type of journey (single open jaw, round trip, open jaw, circle trip, etc.), and applicability for use with joint fares, tour fares, and group fares. Provisions for capacity limitation, general rules which are not applicable, and miscellaneous information which is not category specific will also appear with every rule with at least the rule title.

Eligibility (category 1)

Unless otherwise indicated in this paragraph, fares are applicable to all passengers.

Day/Time (category 2)

- (1) Midweek unless otherwise specified, fare designated midweek (X) is valid for travel Monday, Tuesday, Wednesday, and Thursday only.
- (2) Weekend unless otherwise specified, fares designated weekend (W) is valid for travel Friday, Saturday, and Sunday only.
- (3) The date of commencement of travel of the first international/transoceanic flight of each sector shall determine the day of week application to be charged.
- (4) (Applicable to travel within the Western Hemisphere)
The date of commencement of each international sector between the USA/Canada and the Caribbean/Central America/Puerto Rico/Mexico/South America/U.S. Virgin Islands shall determine the day of the week application to be charged.

Seasonality (category 3)

- (1) Unless otherwise specified in the governing fare rule, all fares are valid during the entire year.
- (2) When fares apply only during certain periods (e.g. "low" or "high" seasons) referred to in a rule, travel must be commenced during such period(s).

Flight Application (category 4)

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^Δ Tracked changes applicable to/from the United States annotated throughout the entirety of Rule 2 are effective January 16, 2025 pursuant to Docket OST-97-2050.

Advance Reservations/Ticketing (category 5)

(1) Reservations

- (a) If no provisions are included in the specific rule, then reservations may be made any time prior to the departure of a desired flight subject to availability of space.
- (b) Unless otherwise specified in the specific rule, any advance reservation requirement in this paragraph refers to the number of days prior to the date of commencement of travel (from point of origin) that reservations must be confirmed. The actual date of departure may not be included in counting the advance reservation requirement.
- (c) If the fare has an advance reservation requirement, the waitlist segments may not be retained beyond the reservation deadline.

(2) Payment and Ticketing

- (a) Unless otherwise stated in the specific fare rule, the purpose of a prepaid ticket advice (PTA) will constitute the purchase of a ticket; therefore, any provisions outlined in the fare rule for tickets shall also apply to PTA's (see also Rule 65 (Tickets)).
- (b) If no specific provisions are included in the fare rule, or the rule states "prior to departure", then payment/ticketing requirements may be completed any time prior to departure from point of origin.
- (c) Any advance payment/ticketing requirements stated in this paragraph refer to the number of days prior to the date of commencement of travel that payment/ticketing must be completed. The actual date of departure may not be included in counting the advance payment/ticketing \ requirement.

Minimum Stay (category 6)

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Maximum Stay (category 7)

- (1) Unless otherwise specified in the specific rule, return travel may begin at any time. Passenger will be allowed to travel within the normal validity of the ticket which is one year from the date travel commences from the point of origin.
- (2) Return travel from the last stopover point must commence by midnight of the specified number of days after the date of commencement of travel from the point of fare origin. Days are counted beginning with the day after commencement of travel.

Stopovers (category 8)

(Applicable for transportation to/from USA)

- (1) Unless otherwise specified in the fare rule, stopovers, as defined below, will be permitted in accordance with Rule 15 (Fares, Rates, and Charges).
 - (a) A stopover is equivalent to a break of journey and means a deliberate interruption of a journey by the passenger, agreed to in advance by the carrier, at a point between the place of destination. Furthermore, a stopover will be deemed to occur at an intermediate point from which the passenger is not scheduled to depart on the day of arrival, or within 24 hours of arrival if there is no connection on the day of arrival. if a portion of the routing is travelled by surface transportation, one stopover shall be deemed to have been taken for such portion. Exception: If there is no Arajet departure on the following day shall not be deemed stopover. The discount listed for child and infant fares will also apply to the stopover charge.

Transfers (category 9)

Unless otherwise specified in the fare rule, the definition of transfers is as follows:

Transfers means any point at which the passenger transfers from:

- (1) Governing carrier to governing carrier - online transfer
- (2) Other than governing carrier to the same carrier - online transfer
- (3) Governing carrier to a different carrier or vice versa interline transfer
- (4) Other than governing carrier to a different carrier other than governing carrier - interline transfer

Permitted Combinations (category 10)

Unless otherwise specified in the fare rule

- (1) Any fare may be combined end on end with any other fare which by its own terms permit such combinations.
- (2) Travel must be via the point of combination.
- (3) Fares may be combined with arbitraries.
- (4) For open jaws/round trips/circle trips:
 - (a) Fares may be combined on a half round trip basis with Arajet fares in any rule and tariff unless the rule specifically prohibits combinations.
 - (1) To form single or double open jaws
 - (2) To form round trips
 - (3) To form circle trips
 - (b) A maximum of two international fare components are permitted.
 - (c) Routing/rerouting
 - (1) The routing conditions of each fare will apply to the appropriate fare component(s) over which the fare is assessed.
 - (2) The transfer restrictions of each fare used will apply to the appropriate fare component(s) over which the fare is assessed.
 - (3) The involuntary rerouting provisions of each fare will apply to the appropriate fare component(s) over which the fare is assessed.
 - (d) Discounts
 - (1) The applicable discounts of each fare will apply to the appropriate fare component(s) over which the fare is assessed.
 - (e) When combining normal fares (either restricted or unrestricted), the provisions of each fare shall apply to the appropriate sector over which the fare is assessed.
 - (f) When combining a normal fare (either restricted or unrestricted) with a special fare, the provisions of each fare shall apply to the appropriate sector over which the fare is assessed with the exception of advance purchase. The most restrictive advance purchase provision will apply to the entire fare combination.
 - (g) When combining special fares, the most restrictive conditions applicable to either fare shall apply to the entire fare combination. The following will apply in determining the most restrictive conditions:
 - (1) Minimum/maximum stay
 - (a) The longer minimum stay requirement will apply to the entire fare combination.
 - (b) The shorter maximum stay limitation will apply to the entire fare combination.
 - (2) Stopovers
 - (a) The stopover restrictions of each fare will apply to the appropriate fare component(s) over which the fare is assessed provided that the passenger will not receive more than the maximum allowable number of stops in the most restrictive rule.
 - (3) Reservations and ticketing

- (i) The longer advance reservations requirement will apply to the entire fare combination.
 - (ii) The longer advance payment/ticketing requirement will apply to the entire fare combination.
 - (iii) Any rule provision requiring simultaneous payment and ticketing will apply in addition to the longer advance payment/ticketing deadline.
 - (iv) If there is a deposit required in conjunction with advance reservations, the largest requirement will apply to the entire fare combination.
- (4) Rerouting
- (i) The voluntary rerouting/rebooking conditions of the most restrictive fare rule will apply to the entire fare combination.
- (5) Cancellation and refunds
- (i) The largest cancellation penalty will apply to the entire fare combination.

Blackout Dates (category 11)

- (1) Restricted travel dates, when applicable, apply per half round trips. No segment of the trip may be flown on these days.
- (2) Refund provisions governing the voluntary or involuntary cancellation of flight.

Surcharges (category 12)

- (1) Surcharges
 - (a) Any special surcharges (for example weekend surcharges, holiday surcharges, etc.) which must be added to the published fare will be found in category 12 of the fare rule.
 - (b) The surcharge provisions of each fare shall apply to the appropriate sector over which the fare is assessed.

Accompanied Travel (category 13)

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Travel Restrictions (category 14)

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Sales Restrictions (category 15)

This category is used to define a fare that is available for sale subject to restrictions based on date, point of sale or similar conditions. The dates are most commonly first and last reservation or ticketing dates. If this category is not present, the fare is available for reservations and ticketing at all times, anywhere and by anyone.

Penalties (category 16)

- (1) Rerouting
 - (a) Voluntary rerouting
 - As used herein, "voluntary rerouting" shall refer to any changes in reservations of confirmed flights requested by a passenger. Unless otherwise specified in a fare rule, the following conditions will apply:

- (i) If there are no restrictions on rerouting in the specific fare rule, then voluntary rerouting shall be permitted as outlined in Rules 15 and 70. The revised routing must conform to the provisions of the applicable fare section of Rule 15.
- (ii) In case of voluntary rerouting involving a change of totally unused ticket where the original fare no longer applies, the original ticket may be reissued, and fare recalculated from point of origin using the fares and rate of exchange applicable at the time of reissue.
- (iii) If there is a voluntary rerouting on any downline after departure, the fare and charges must be reassessed using fares, rules, and rate of exchange effective at the time that travel commences from the point of origin.
- (iv) If voluntary rerouting is not permitted in the specific fare rule, the cancellation provisions shall apply when a passenger voluntarily changes confirmed reservations.
- (b) Involuntary rerouting
 - (i) Normal involuntary rerouting procedures found in Rule 75 will apply unless amended by provisions of the specific fare rule.
- (2) Cancellation and refunds

Unless otherwise amended by the provisions in the specific fare rules, Rules 75 and 105 (Refunds) are applicable. For refund restricted/subject to penalties fares the following apply:

 - (a) Voluntary cancellation by passenger prior to departure
 - (1) Full refund will be made in the event of death or illness of the passenger, a member of his immediate family, or a traveling companion, as substantiated by a medical certificate.
 - (2) In the event of cancellation or a failure to use confirmed space as ticketed for any reason other than those outlined in Rule 105 or in paragraph (A) above, the passenger will forfeit the amount stated in the individual rule, where applicable.
 - (3) If, after ticket issuance, schedule changes by DM create alterations to the ticketed itinerary which are unacceptable to the passenger, the passenger may cancel or have the ticket reissued in accordance with applicable tariffs, without incurring a penalty.
 - (4) In the event of cancellation or failure to use confirmed space as ticketed, the full amount of the fare can be used as a credit toward an upgrade to different and higher fare type. The new fare must be governed by a different fare rule which does not restrict the upgrade and results in an additional collection. In the event of an upgrade, any original non-refundable amount shall remain non-refundable.
 - (c) Child/infant discounts apply on any cancellation or refund fee.

Higher Intermediate Point (category 17)

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Ticket Endorsement (category 18)

If a fare has a ticket endorsement requirement, such endorsement shall appear in the endorsement box of the new ticket and any subsequent reissues.

Discounts (category 19)

Discounted fares for children, when applicable, are either published as separate fares (as specified in the explanation of fare class codes) or are listed in Rule 35 (Acceptance of children) where they are expressed as a percentage of the corresponding adult fare.

Tariff: DM1
Carrier: Arajet, SA dba Arajet -DM

CTA No. 577 DOT No. 956

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Miscellaneous Provisions (category 23)

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Groups (category 26)

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Tours (category 27)

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Visit Another Country (category 28)

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Deposits (category 29)

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Rule 5 Currency

(A) All fares, rates and charges published in this tariff are published in the lawful currency of Canada in Canada unless otherwise specified. Where payment is made in any currency other than Canadian, such payment shall be the equivalent of the Canadian currency amounts published in this tariff on the basis of local banker's rates of exchange (for the purchase of such foreign currency), as calculated on the date of purchasing the applicable fare, rate or charge.

(B) Based on the location of the fee payment, conversion to the local currency may occur. Depending on the currency conversion on a particular day, the conversion rates can vary.

Rule 12 Application of Tariff^Δ

(A) Application

- (1) This tariff shall apply to the transportation of passengers and accompanying baggage:
 - (a) For carriage on flights operated and marketed (carrying an Arajet flight number) to a passenger by Arajet and
 - (b) For carriage on flights marketed by Arajet to a passenger but operated by another carrier.
- (2) Transportation is subject to the rules, fares, rates, surcharges and charges published or referred to in this tariff, in effect on the date of ticket issuance.
- (3) References to pages, rules, items, and notes are continuous and include revisions, supplements thereto and reissues thereof.
- (4) The Carrier will be responsible for the furnishing of transportation only over its own lines. When the Carrier undertakes to issue a ticket, check baggage, 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), the Carrier will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.
- (5) 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.
- (6) This tariff applies only for carriage from the origin to ultimate destination unless stated otherwise.

(B) Liability under the applicable tariff

For international transportation, in the case of damages due to death or bodily injury, passenger delay and lost, damaged, and delayed baggage, the Carrier will be subject to the rules relating to liability established by, and to all other provisions of either the Warsaw or the Montreal Convention, as applicable, and this tariff, including Rules 55 and 60. The Carrier may stipulate that the limits of liability contained in this tariff are higher than those provided for within the applicable Convention or that there are no limits of liability whatsoever. In all other instances, tariff rules which are inconsistent with any provision of the applicable Convention will, to that extent, be inapplicable to international transportation.

^Δ Tracked changes applicable to/from the United States annotated throughout the entirety of Rule 12 are effective January 16, 2025 pursuant to Docket OST-97-2050.

(C) Air transportation contract requirement

No international service shall be furnished by the Carrier under the terms of this tariff unless an appropriate written air transportation contract (ticket), in the form prescribed by the Carrier, is executed by the passenger and the Carrier in respect of an international service.

(D) Incorporation of tariff into air transportation Contract

The contents of this tariff shall form part of any air transportation contract between the Carrier and a passenger (including with respect to the passenger's baggage), and if there is a conflict between this tariff and that contract, this tariff shall prevail.

(E) Self-identification: APPR – Air Passenger Protection Regulations

For the purposes of establishing obligations toward Passengers under the APPR, the Carrier declares that it is a Small Carrier.

(F) ATPDR - Accessibility for Persons with Disabilities Regulations

For the purposes of establishing obligations toward passengers with disabilities under the ATPDR or otherwise, the Carrier declares that it is a Small Carrier- Non ATPDR .

(G) Jurisdiction for Dispute Resolution

To the extent permitted by law, any dispute or matter arising from connected with or relating to this tariff, or any related matters, must be resolved before the Canadian Transportation Agency or Canadian courts sitting in the Province of Ontario, and the parties hereby irrevocably submit to the original and exclusive jurisdiction of the Canadian Transportation Agency or Courts sitting in Ontario, as the case may be, in respect of any dispute or matter related to this tariff.

(H) Claims and Third-Party Representatives

(1) A Passenger must submit claims directly to the Carrier and allow the Carrier 30 days or such time as prescribed by applicable law (whichever is the shorter time period) to respond directly to the passenger.

(2) If a passenger does not have the capacity or the ability to submit a claim personally, the legal guardian or a representative of said passenger may submit a claim to the Carrier on the passenger's behalf. The Carrier may request evidence that the legal guardian or the representative has authority to submit a claim on the passenger's behalf.

(3) A passenger may submit a claim to the Carrier on behalf of other passengers on the same booking. The Carrier may request evidence that the passenger has the consent of other Passengers on the booking to submit a claim on their behalf.

(4) The Carrier will not consider or process claims submitted by a third party unless the claim is accompanied by appropriate documentation duly evidencing the authority of the third

party to act on behalf of the Passenger.

(5) Passengers are not prohibited by this clause from consulting legal or other third-party advisers before submitting their claim directly to the Carrier.

(6) Subject to Rule 105, any payment or refund will be made by the method used for the original payment and to the person who purchased the ticket or additional service.

Rule 15 Fares, Rates and Charges-International Service^Δ

(A) Fares

(1) Fare Types

The Carrier offers the following fare types.

(a) Smart

This fare includes the following baggage allowance and services: a carry-on personal item no larger than 40x25x20cm and weighing no more than 6 kg (for transportation to/from Brazil no more than 10kg), online Check-In.

(b) Comfort

This fare includes the following baggage allowance and services: a carry-on personal item no larger than 40x25x20cm and weighing no more than 6 kg (flights to/from Brazil no more than 10kg), online Check-In, seat selection (rows 16 to 32 excluding the exit row), checked bag weighing no more than 20 kg and no fee for the first flight schedule change (the difference between the price for the original ticket and the second ticket must be paid by the passenger).

(c) Extra

This fare includes the following baggage allowance and services: a carry-on personal item no larger than 40x25x20cm and weighing no more than 6 kg (flights to/from Brazil no more than 10kg), online Check-In, seat selection (rows 3 to 32 excluding the exit row), Carry On Bag (56x46x25cm - 12 kg) checked bag weighing no more than 20 kg, priority access and no fee for the first 3 flight schedule change (the difference between the price for the original ticket and the second ticket must be paid by the Passenger).

(2) Fares are subject to change until a ticket reservation (booked ticket) is confirmed.

(3) All fares are charged per passenger for each flight.

(4) A passenger will be advised of any applicable taxes, fees, and other surcharges at time their ticketed is booked. However, certain countries may charge additional taxes and fees that are collected directly by the local government or local airport authority upon arrival or departure.

(5) The Carrier may limit the availability of each fare type on each flight.

^Δ Tracked changes applicable to/from the United States annotated throughout the entirety of Rule 15 are effective January 16, 2025 pursuant to Docket OST-97-2050.

- (6) A fare is charged for each seat occupied by a passenger, regardless of their age.
- (7) If a booked ticket or reservation is confirmed and the booked ticket or reservation reference is issued before a fare increase becomes effective, the fare for the booked ticket will be honored. If the fare decreases after a passenger receives their confirmed booked ticket the Carrier will not refund, pay, or make any adjustment to the original fare.
- (8) The Carrier reserves the right to collect additional taxes, fees or charges imposed by a governmental entity after the booked ticket has been confirmed, but before carriage is provided.
- (9) Subject to regulatory requirements, the fares do not include in-flight amenities such as food and beverages (which are available separately for purchase in-flight for a fee), or ground transportation between airports, or between airports and city terminals
- (10) Fares apply only for carriage from the place of departure to the place of destination unless otherwise stated.

(B) Payment terms

- (1) The Carrier accepts payments via Arajet travel credit, voucher, or Visa/MasterCard credit or debit cards when a passenger makes a booking through the Carrier's Website or Call Centre. Cash payments are also accepted for bookings or modifications made at the Carrier's airport sales office, where available.
- (2) The Carrier does not accept traveler's checks, certified (cashier's) checks or money orders as payment for reservations, tickets or service fees.
- (3) If a Passenger has paid via credit or with debit card, but the payment is not reflected in the Carrier's systems, the passenger may request the Carrier to track the payment. If the Carrier successfully locates the payment and the passenger was unable to travel, a refund will be issued to the passenger's original payment method for the value in question. This does not imply acceptance of any liability by the Carrier.
- (4) If a ticket is purchased in a currency other than the currency used by the passenger's bank or credit card provider and is charged a rate of exchange, the Carrier is not responsible for any such fluctuations in the exchange rate.
- (5) Passengers can purchase additional optional services, confirmed in the booking once corresponding service fees are paid. See rule 130 for service fees.
- (6) A surcharge for fuel will be charged in addition to the applicable fare. The surcharge is that published by the Carrier and in effect on the date the ticket is issued.

(7) Passenger can acquire additional services with the payment of corresponding service fees. Such services may be added to the booking via the Carrier's website or call center, or at the airport, with different prices depending on the place and time of purchase. Service Fees are detailed within this tariff. See rule 130 for service fees.

(C) Fare refunds

(1) Refunds within 24 hours of purchase

When a ticket is cancelled within 24 hours of purchase, and the flight departure is greater than 7 days from the time of purchase, a full refund, including refundable taxes, fees and charges without penalty, can be obtained pursuant to Rule 105. After 24 hours, the Carrier's fares become non-refundable. However, the passenger may, subject to applicable service fees and any fare difference between the fare on the date of booking and the fare on the date of the change, be permitted to change the date or time of the flight or the name of a customer. Refunds are not available for any services for which the service has been delivered. See rule 105 for more information on refunds.

(2) Name corrections

See Rule 65(H).

(D) Call center fee:

For bookings and changes made via the Carrier's call center, Arajet will charge a fee of \$27.37 CAD (US\$20) per reservation-session which will be added to the payment, except for passengers with disabilities who are required to contact the call center to discuss their options.

Rule 20 Taxes^Δ

Any tax or charge imposed by a government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and will be payable by the passenger, except as otherwise provided in this tariff.

^Δ Tracked changes applicable to/from the United States annotated throughout the entirety of Rule 20 are effective January 16, 2025 pursuant to Docket OST-97-2050.

Rule 25 Transportation of a Passenger with a Disability^Δ

(A) Application

- (1) This rule applies to the transportation of persons with disabilities by the Carrier, which is a Small Carrier Non-ATPDR on its international services.
- (2) The Carrier will provide services identified in this rule at no additional cost except for the provision of additional adjacent seating for a support person, for which the Carrier requires the purchase of an additional fare, and the transportation of emotional support animals.

(B) Acceptance for carriage

- (1) The Carrier will accept the determination made by or on behalf of a person with a disability as to their self-reliance, unless doing so would impose undue hardship on the Carrier, for example, if it would jeopardize security, health or safety.
- (2) The Carrier will not refuse to transport a person with a disability unless the transportation of the person would impose an undue hardship on the Carrier, for example, if transportation of the person would jeopardize health or safety.
- (3) If the Carrier refuses to transport a person with a disability for reasons related to their disability, it will, at the time of the refusal, inform the person of the reasons for the refusal. In addition, within ten (10) days of the refusal, the Carrier will provide the person with a written notice setting out the reasons for the refusal including:
 - (a) the evidence of undue hardship, such as a medical report, an expert opinion, or an engineering report that demonstrates that the risk is significant enough that it would be unreasonable to waive or modify a requirement;
 - (b) any relevant rule, policy, procedure or regulation; and,
 - (c) the duration of the refusal and the conditions, if any, under which the Carrier would accept the person for transport.

For more information on refusal to transport, see Rule 30.

(C) Reservations and online services

^Δ Tracked changes applicable to/from the United States annotated throughout the entirety of Rule 25 are effective January 16, 2025 pursuant to Docket OST-97-2050.

(1) If a person with a disability identifies the nature of their disability when making a reservation directly through the Carrier, the Carrier will:

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

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

(c) inform the person of any safety-related rules or regulations whereby a person with a disability may be restricted from occupying a specific seat, such as a seat in an emergency exit;

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

(e) where a person is travelling with a support person, ensure that the person and the support person are seated together.

(2) The Carrier will advise the person if information and/or documents are required to assess any requests related to their transportation, including any information and/or documents that must be received a minimum of twenty-four (24) hours before their flight departure. The person must make any special service requests with the Carrier a minimum of 48 hours in advance of their flight.

(3) As an alternative means to using the Carrier's website to make or modify a reservation, the Carrier will offer to a person with a disability, the following means of communication with Arajet's Contact Centre at no additional cost: by email at letstalk@arajet.com, by WhatsApp at +1 (809) 282 7000 or by telephone at:

Dominican Republic
+1 (829) 9476338

Colombia
+57 (601) 5088283

Mexico
+52 (55) 41640949

USA toll free
+1 (888) 3088761

Perú
+51 (1) 7019168

El Salvador
+(503) 21138994

Canada
+1 (437) 371 2400

Costa Rica
+506 40018693

Ecuador
+593 02 6020987
+593 02 6020988

Guatemala
+ 502 24580420
+ 502 24580401

Brazil
+55 11 2500 0220

Chile
+56 2 2581 3942

Argentina
+54 11 6841 9161

(D) Written confirmation of services

(1) The Carrier will, without delay, indicate in the record of a person's travel reservation the services that the Carrier will provide to the person.

(2) The Carrier will include a written confirmation of the reserved services in the itinerary issued to the person.

(3) If a service is confirmed only after the itinerary is issued, the Carrier will provide, without delay, confirmation in writing.

(E) Services for which no advance notice is required

(1) The services identified in (3) below will be provided at no additional fare or charge.

(2) The Carrier will not require a person with a disability to file information and/or documents, including medical certificates, to support any request for services identified in (3) below.

(3) Regardless of when a person with a disability makes the request for the following services, the Carrier will:

- (a) assist the person with checking in at the check-in counter;
- (b) permit the person, if they are unable to use the automated self-service kiosk, to advance to the front of the line at the check-in counter;
- (c) if the person is in a wheelchair, a boarding chair or any other device in which they are not independently mobile while waiting at a terminal for departure after check in or in order to transfer to another segment of their trip, provide the person with a place to wait that is close to personnel who are available to provide assistance to the person and who will periodically inquire about the persons needs and attend to those needs;
- (d) assist the person in storing and retrieving their carry-on baggage or retrieving their checked baggage;
- (e) assist the person in accessing any entertainment content that is offered on-board;
- (f) before departure, provide the person with an individualized safety briefing and demonstration and layout of the cabin;
- (g) assist the person in moving between their passenger seat and a washroom, including by assisting them in transferring between their passenger seat and an on-board wheelchair;
- (h) provided it is safe to do so, permit a person to use the washroom that has the most amount of space regardless of where the washroom is located in any part of the aircraft, if the person needs an on-board wheelchair or the assistance of a support person or Service dog to use a washroom;
- (i) if a person is unable to use the call button to request assistance, periodically inquire about the person's needs.
- (j) Assist the person in proceeding to the boarding area. For departing passengers, this service is available from the check-in counter to the boarding gate or the aircraft door. For arriving passengers, this service is available up to the airport drop off point at the entrance of the terminal, not including the parking lot;
- (k) Assist the person in boarding and deplaning;
- (l) Allow the person, upon request, to board the aircraft in advance of other passengers, where time permits and where a person with a disability requests assistance in boarding or seating or in stowing carry-on baggage;

- (m) Provide individual persons with disabilities and their support person a briefing on emergency procedures and the layout of the cabin;
- (n) Assist the person in proceeding to the general public area or, in some cases, to a representative of another carrier;
- (o) Transfer the person between the person's own mobility aid and a mobility aid provided by the Carrier;
- (p) Transfer the person between a mobility aid and the person's passenger seat; and
- (q) If the passenger chooses to purchase any in-flight products, offer assistance to make these items ready for consumption.

(F) Traveling with support person:

(1) The Carrier will, on the request of a passenger with a disability, accept a support person for transport if, because of the nature of their disability, the person, after departure and before arrival, needs

- (a) assistance with eating meals, taking medication, using the washroom;
- (b) assistance with transferring to and from a passenger seat;
- (c) assistance with orientation or communication; or
- (d) physical assistance in the event of an emergency, including in the case of an evacuation or decompression.

(2) A person with disabilities is not required to travel with a support person unless it is determined by the Carrier that a support person is required for safety. This includes, but is not limited to situations where:

- (a) A person who due to mental disability is unable to comprehend or respond appropriately to safety instructions;
- (b) A person with a mobility impairment so severe that they are unable to physically assist themselves in the event of an evacuation; or
- (c) A person has both severe vision and hearing impairments that prevent them from establishing some means of communication with the crew that is adequate to comprehend or respond appropriately to safety instructions.

(3) Subject to paragraph (2), a person with reduced mobility who can support themselves in the event of an evacuation, may travel without a support person.

(4) A support person must be at least 16 years of age at the time of travel and be able to meet the required needs of the passenger with a disability.

(5) The Carrier will provide a passenger seat for the support person that is adjacent to the passenger seat of the person with a disability.

(6) The Carrier is not obligated to provide special assistance for a person's personal needs (e.g., assistance in actual eating, assistance within the restroom, provision of medical services). Persons requiring such needs are encouraged to travel with a support person.

(G) Acceptance of mobility aids and other assistive devices

(1) The Carrier will accept for carriage, free of charge, in addition to the regular baggage allowance, and as priority baggage, mobility aids and any other assistive devices, subject to any safety or security restrictions that would prevent such a device from being transported.

(2) Where a mobility aid is accepted for carriage, the Carrier will:

(a) disassemble and package, where necessary, the aid for transportation and unpackage and reassemble the aid upon arrival; and

(b) return the aid promptly upon arrival.

(3) The Carrier will refuse to transport an electric wheelchair, scooter or manually operated rigid-frame wheelchair where aircraft design does not permit the carriage of the aid, for example, if the weight or size of the mobility aid exceeds the capacity of lifts or ramps, or the doors to baggage compartments are too small for the mobility aid, or transportation of the mobility aid would jeopardize aircraft airworthiness.

(4) Mobility aids and other assistive devices as checked baggage

(a) Subject to H(3), the Carrier will carry wheelchairs and other mobility aids as checked baggage for no charge. A passenger wishing to check such a device must present themselves at the airport check-in counter three (3) hours before their scheduled departure time, where the Carrier will check the device and issue a baggage receipt.

(b) Assistance devices powered by non-spillable batteries may be carried as checked baggage, provided that the plugs are protected against short circuits and the battery is located inside a container.

(c) Wheelchairs and other assistance devices powered by battery are accepted for carriage only if they do not affect the safety of the flight. Wet or acid batteries are considered dangerous goods by IATA and will not be accepted for travel. Other conditions for the transportation of batteries for mobility assistance devices are described below:

Item	Description	Carry-on Baggage	Hold Baggage	Requires Limited Liability Release
<p>Lithium- Ion Batteries for Mobility Assistance Devices</p>	<p>* A maximum of one spare battery not exceeding 300-watthours (Wh), <u>or</u> two spares’ batteries not exceeding 160 Wh each may be carried in Carry-on baggage. Spare batteries are NOT accepted as checked Baggage.</p> <p>Rechargeable lithium-ion batteries without a protective housing must be removed from the Assistance Device and battery terminals protected from short circuit. You must advise us of the battery location.</p> <p>Rechargeable lithium-ion batteries with a protective housing may remain installed and be checked with the Assistance Device only if it is securely attached to the device, and the terminals protected from short circuit. The battery cables may remain connected only if the device is protected from accidental activation. Lithium-ion batteries with a protective housing are not limited in when checked with the Assistance Device.</p>	<p>Yes – with exceptions*</p>	<p>Yes – with exceptions *</p>	<p>N/A</p>

Item	Description	Carry-on Baggage	Hold Baggage	Requires Limited Liability Release
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	<p>At the time of check-in, electric-powered wheelchairs must have cables disconnected and terminals protected against electrical shortages. The battery must be disconnected, and terminals protected against electrical shorting and must be contained in a leak proof box fastened securely to the wheelchair. It may be necessary to remove the battery if the wheelchair cannot be loaded, stowed, and unloaded in an upright manner.</p> <p>Arajjet will assist in preparing electric powered wheelchairs to meet these requirements. Arajjet strongly recommends that Customers requiring this service check-in at least three (3) hours before departure.</p>			
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(5) Where the Carrier refuses to transport a mobility aid for any of the reasons above, the Carrier will:

- (a) inform the person of the reason for refusal at the time of refusal; and,
- (b) advise the person of alternate transportation arrangements that the person may make to transport the aid, or of alternative trips for the person to travel with the aid.

(6) Where space permits, the Carrier will store a person's manual folding wheelchair in the passenger cabin during the flight.

(7) Where space permits, the Carrier will permit a person with a disability to retain in the person's custody any of the following small assistive devices that the person needs during travel:

- (a) a walker, a cane, crutches or braces;
- (b) any device that assists the person to communicate; and
- (c) any prosthesis or medical device such as a portable oxygen concentrator.

(8) The Carrier's liability with respect to mobility aids is the same as that for other baggage. See Rule 60.

(H) Acceptance of Service Dogs

(1) The Carrier will accept for transportation, without charge, one (1) service dog required to assist a person with a disability provided that the animal is:

(a) properly harnessed; and,

(b) certified in writing as having been trained by a professional service animal institution.

(2) The Carrier will permit the service dog to accompany the passenger with a disability on-board the aircraft and to remain on the floor at the passenger's seat. For the comfort of all passengers, the Carrier's employees will determine, in consultation with the passenger with a disability, where the passenger and service dog will be seated.

(3) The Carrier will assign a seat to the passenger which provides sufficient space for the passenger and the service dog. Where there is insufficient floor space in the seat row of the passenger's seat, the Carrier will permit the service dog to remain on the floor in an area where the passenger can still exercise control over the dog.

(4) The passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through, in respect to the service dog. In particular, the passenger is responsible for obtaining valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit of any service animal that is to accompany the person.

(5) The Carrier may refuse to transport a service dog if the passenger with a disability fails to have in their possession documentation at the time of check-in that demonstrates that the animal has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. For more information see Rule 30, Refusal to Transport.

(6) A service dog must be added to a passenger's reservation at the time they book their reservation or after they book their reservation up to and including check-in. Passengers are strongly encouraged to add their service dog to their ticket when booking their ticket.

(7) Subject to the foregoing provisions, service dogs are subject to Rule 90.

(J) Acceptance of emotional support Animals

(1) A passenger may travel with one (1) cat or dog as an Emotional Support Animals (ESA) in the cabin. No other animals will be accepted as an emotional support animal. For more information on the transportation of live animals, see Rule 90.

(2) The ESA must travel in a soft-sided carrier, no larger than 15"x9"x7" / 40x25x20cm. The combined weight of the carrier and the animal must be less than 10kg. No other type of carrier (handbag, hard-sided carrier or any other type) will be accepted. The ESA must be able fit within the passenger's foot space without blocking passage of any other passenger.

(3) At no time during travel may the ESA be removed from its carrier. If, for reasons of inspection or validation by authorities, it is necessary to remove the animal from its carrier, the animal must be restrained by a leash and must be muzzled.

(4) The passenger must provide supporting documentation from their physician proving they are being treated for a mental health disability and that they require the ESA to accommodate that disability. The documentation must travel with the ESA. The supporting document must be on the signed letterhead of said professional and must not be older than one year before the date of the flight.

(5) The service fees for carriage of ESA's are set out at Rule 130.

(6) An ESA must be added to a passenger's reservation at the time they book their reservation or after they book their reservation up to and including check-in. Passengers are strongly encouraged to add their ESA to their reservation when booking their ticket.

(7) The passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through, in respect to the ESA. In particular, the passenger is responsible for obtaining valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit of any ESA that is to accompany the person.

(8) The Carrier may refuse to transport a ESA if the passenger with a disability fails to have in their possession documentation at the time of check-in that demonstrates that the animal has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. For more information see Rule 30, Refusal to Transport.

(9) The Carrier may refuse to transport an ESA if the passenger fails to comply with the foregoing provisions. For more information see Rule 30, Refusal to Transport.

(10) Subject to the foregoing provisions, ESA's are subject to Rule 90.

Rule 30 Refusal to Transport^Δ

(A) General

A refusal to transport a passenger only occurs in situations when the Carrier operates a flight on which the passenger had a confirmed reservation but that specific passenger or their baggage is not permitted to continue their journey on that flight due to any reasons specified in the paragraphs below. Refusal to transport can occur at the start of any journey or while the passenger is en-route to their destination. Flight delay, flight cancellation and denial of boarding do not constitute a situation of refusal to transport.

(B) A passenger is not entitled to a ticket refund in the event of a refusal to transport.

If the Carrier refuses carriage to a passenger or their baggage, the passenger is not entitled to a ticket refund.

(C) Refusal to Transport - General

The Carrier will refuse to transport, or will remove any passenger at any point, for any of the following reasons, as determined in the reasonable discretion of the Carrier:

- (1) The carriage of the passenger or their baggage may endanger or affect or has endangered or affected the safety of the aircraft or the safety, health or material comfort of other passengers or the crew;
- (2) The passenger is, or is reasonably believed to be, under the influence of alcohol or drugs or unlawfully in possession of drugs;
- (3) The passenger's mental or physical state is a danger or risk to the passenger, the aircraft, any person on the aircraft or property;
- (4) The passenger refuses to allow a security check to be carried out on their person or baggage;
- (5) The passenger refuses to comply with the instructions of the Carrier or its authorized agents relating to safety or security ;
- (6) The passenger deliberately interferes with a member of the crew or the Carrier's authorized agents in carrying out their duties
- (7) The passenger makes a threat relating to bombs, biological, terror or chemical weapons, or any of the like;

^Δ Tracked changes applicable to/from the United States annotated throughout the entirety of Rule 30 are effective January 16, 2025 pursuant to Docket OST-97-2050.

- (8) The passenger commits a criminal offence during reservation, check-in or boarding processes or on onboard the aircraft;
- (9) The passenger fails to produce valid travel documents, as required for the passenger's travel, if the passenger attempts to enter a country for which its travel documents are not valid or if the passenger destroys their travel documents during the flight;
- (10) Transporting the passenger would contravene any governmental laws, regulations, or orders; or if the passenger refuses to provide the Carrier with any information which a government authority requires the Carrier to collect and disclose;
- (11) The passenger has not provided the Carrier with a ticket;
- (12) The Carrier has not received payment for the passenger's ticket;
- (13) The passenger presents a ticket acquired illegally;
- (14) The passenger is unable to prove they are the person named on the ticket when presenting for check-in or boarding;
- (15) The passenger fails to present a ticket, Boarding Pass and / or travel documents when reasonably asked to do so;
- (16) The passenger fails to complete the check-in process before the check-in deadline (one hour before the scheduled departure for most passengers), or fails to arrive at the boarding gate 40 minutes before departure;
- (18) Subject to Rule 25 and paragraph (B) below, the Carrier or its authorized agents determine that a passenger's medical or physical condition involves an unusual hazard or risk to their self or another person or property;
- (19) If the passenger uses threatening, abusive or insulting words or behavior towards the Carrier, its authorized agents or another passenger;
- (20) The passenger exhibits altered behavior or engages in actions that pose a risk to the safety of themselves or others (including travel involving pregnant passengers or unborn children) or property;
- (21) The passenger has previously violated, or is likely to violate, the terms contained within this Tariff;
- (22) Subject to Rule 25, the passenger is unable or unwilling to comply with the Carrier's seating requirements;
- (23) The Carrier refuses to transport an animal in accordance with Rule 25(I), Rule 25(J) or Rule 90;

(24) The passenger is age seven (7) days or less, or an Infant requiring an incubator or other life-support systems or an infant or child that does not meet the requirements of Rule 35(A) ;
or

(24) The passenger has behaved in a manner described in one or more of the above subparagraphs on or in connection with a previous flight and the Carrier determines that the passenger may repeat this behavior.

(D) Medical clearance

(1) General

(a) When the Carrier determines, in good faith and using its reasonable discretion, that a passenger's medical or physical condition (including pregnancy) may involve an unusual hazard or risk to their self or other persons (including, in the case of expectant mothers, unborn children) or property, the Carrier may refuse to transport the passenger unless the passenger provides a medical certificate that then may be assessed by the Carrier's own medical officer, and is to the satisfaction of the Carrier using its reasonable discretion, as a condition of the passenger's acceptance for subsequent travel.

(b) Passengers that believe they may have a medical condition described in the subparagraph above are encouraged to contact the Carrier well in advance of their scheduled departure to determine if a medical certificate is required.

(c) A passenger must provide the Carrier with notice of any medical certificate intended to be relied upon by the passenger pursuant to subparagraph (a) at least twenty-four (24) hours or more in advance of their scheduled departure. The passenger must presents themselves at the Carrier's check-in counter at the airport at least three (3) hours before their flight's scheduled departure time and submit a medical certificate issued no more than twenty-four (24) hours before the scheduled departure time of their flight, with a validity of at least ten (10) days. Such certificate shall indicate the physician's professional registration as well as the health condition of the passenger and their fitness to fly. If travelling with an assistance device or other medical equipment, this item must be noted on the medical certificate as required by the passenger.

(2) Post-Surgery

Without limiting the applicability of paragraph (B)(1), the Carrier refuses to transport passengers who have undergone a surgical procedure ten days prior to their flight, unless:

(a) the passenger notifies the Carrier about their medical condition through the call center, the web page or at the airport at least twenty-four (24) hours or more in advance of their scheduled departure;

(b) the passenger presents themselves at the Carrier's check-in counter at the airport at least three (3) hours before their flight's scheduled departure time and submits a medical certificate issued no more than twenty-four (24) hours before the scheduled departure time of their flight, with a validity of at least ten (10) days. Such certificate shall indicate the physician's professional registration as well as the health condition of the passenger and their fitness to fly. If travelling with an assistance device or other medical equipment, this item must be noted on the medical certificate as required by the passenger.

(3) Pregnant passengers

(a) A pregnant (expectant) passenger with a complication free pregnancy can travel on the Carrier's flights up to the 35th week of pregnancy without a medical certificate.

(b) A passenger that is more than thirty-five (35) weeks pregnant, that has had a complication during the pregnancy, that has a previously history of complications in pregnancy or a previous premature delivery, will not be accepted for travel unless they provide the Carrier with medical authorization that meets the following requirements:

(i) The authorization is dated within ten (10) days of the scheduled departure;

(ii) Is written in Spanish or English;

(iii) States clearly the number of weeks of pregnancy and the expected due date;

(iv) Confirms the pregnancy is free of any complications;

(v) Confirms the expectant mother is 'fit to fly';

(vi) Contains the exact name of the passenger as set out in their ticket; and

(vii) Is signed and stamped by a doctor. Medical certificates signed by nurses or midwives will not be accepted.

Note: It is recommended that expectant mothers consult with their physician on whether it is safe to travel by air, including with due consideration the possibility of turbulence, cabin pressurization, significantly increased risk of deep vein thrombosis associated with pregnancy, and lack of ready access to medical care.

Rule 35 Acceptance of Children

(A) Accompanied children and children of 15 years of age and under

Children and Infants are accepted for transportation on Flights as follows:

- (1) Children 15 years of age and under are accepted when accompanied on the same flight by another passenger who is at least sixteen (16) years of age, or as provided in the regulation requirements in the place of destination.
- (2) All children and infants, regardless of age, are required to have travel documents required for entry into and departure from the foreign country. These documents must be provided to the Carrier at time of check in.
- (3) If the child or infant passenger is traveling accompanied by one parent or legal guardian only or an accompanying passenger referred to in Rule 35(A)(1), the Carrier must be provided with written permission for the child or infant to leave the country.
- (4) The written permission referred to at subparagraph (3) must meet the following criteria:
 - (i) be duly certified by a notary, consular authority or any other authority, duly certified by apostille or legalized, as appropriate,
 - (ii) be signed by the parent(s) or legal guardian(s) not accompanying the minor;
 - (iii) specify the child or infant's departure date and a return date;
 - (iv) name of the responsible person traveling with the minor (as applicable);
 - (v) name of the place where the child or infant is going; and
 - (vi) the purpose of travel.Note: If the child or infant only has one parent, one parent with legal custody or one guardian, the Carrier must be provided with a statement duly certified by a notary, consular authority or any other authority, duly certified by apostille or legalized, as appropriate, stating the circumstances as such and signed by the parent or legal guardian.

(B) Unaccompanied Children

The Carrier does not accept unaccompanied children under sixteen (16) years of age on its flights . Those 16 years or older are considered adult passengers in terms of travel.

(C) Infants

- (1) The Carrier encourages all passengers traveling with infants to purchase a seat for the infant and secure the infant in a car seat that complies with this Rule. However, an adult passenger with a ticket may carry on their lap one (1) Infant who is over seven (7) days and under two (2) years of age (24 months) on the date the flight departs. Infants sitting on a passenger's lap must pay five percent (5%) of the applicable adult fare. Once an Infant reaches their second birthday, they are no longer permitted to travel as a lap infant and must be

booked as a child, with their own seat, and paying the applicable fare at time of booking. The Carrier reserves the right to request documented proof of age for any Infant. Please be prepared to provide documentation (birth certificate, passport, etc.) upon request.

(2) If a seat has been booked for an infant, the infant may travel in a separate seat, provided that the Infant is securely placed in an approved child restraint system (car seat) that complies with paragraph (D).

(3) An Infant, age seven (7) days or less, or an Infant requiring an incubator or other life-support systems shall not be accepted for transport.

(4) Adults travelling with an Infant may take one (1) additional personal item into the cabin for no charge and check-in one (1) stroller OR one (1) car seat as Checked Baggage for no charge. If the one (1) stroller is a compact folding stroller that fits within the carry-on baggage weight and size limits, it may be accepted within the passenger's carry-on baggage allowance, provided the stroller is collapsed prior to boarding and not used onboard the aircraft. The stroller must be stowed in the overhead bin with the wheels up to prevent rolling.

(D) Car seats

(1) One (1) car seat may be carried on board the aircraft if a seat has been purchased for the Infant. To be accepted for use on board, car seats must be FAA approved and conform to the following guidelines:

(a) Child seats manufactured before 2/26/1985 must bear the label "This child restraint system conforms to all applicable federal motor vehicle safety standards."

(b) Child Seats manufactured after 2/25/1985 must bear the following two labels:

(i) This child restraint system conforms to all applicable federal motor vehicle safety standards and,

(ii) This restraint is certified for use in motor vehicles and aircraft.

(c) Car Seats bearing the approval of a foreign government or seats manufactured under the standards of the United Nations are also acceptable.

(2) Car seats may not occupy a seat in an exit row, the row in front of or behind an exit row, or any seat equipped with an inflatable seat belt.

(3) CARES Child Aviation Restraint Systems are acceptable for use on car seats. A CARES device is a child safety harness that has been approved by the FAA or equivalent applicable authority to be used for aviation use only.

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

(1) In order to facilitate the assignment of a seat to a child who is under the age of 14 years that is in close proximity to an accompanying person (such as a parent, guardian or accompanying person) in accordance with paragraph (F), the Carrier will, at no additional charge:

(a) assign a seat before check-in to the child that is in close proximity to the accompanying person, or

(b) if the Carrier does not assign seats prior to check-in, in accordance with paragraph (a), the Carrier will:

(i) advise passengers before check-in that the Carrier will facilitate seat assignment of children in close proximity to an accompanying person at no additional charge at the time of check-in or at the boarding gate,

(ii) assign seats at the time of check-in, if possible,

(iii) if it is not possible to assign seats at the time of check-in, the Carrier will, via an announcement at the gate, ask for volunteers to change seats at the time of boarding, and

(iv) if it is not possible to assign seats at the time of check-in and no passenger has volunteered to change seats at the time of boarding, the Carrier will ask again for volunteers on-board the aircraft to change seats before take-off.

(F) Proximity to accompanying person's seat

(1) The Carrier will facilitate, pursuant to the steps outlined in (E), the assignment of a seat to a child who is under the age of 14 years by offering, at no additional charge:

(a) in the case of a child who is 4 years of age or younger, a seat that is adjacent to their accompanying person's seat;

(b) in the case of a child who is 5 to 11 years of age, a seat that is in the same row as their accompanying person's seat, and that is separated from that accompanying person's seat by no more than one seat; and

(c) in the case of a child who is 12 or 13 years of age, a seat that is in a row that is separated from the row of their accompanying person's seat by no more than one row.

(2) If the passenger who is assigned seating in accordance with this paragraph is seated in a lower class of service than their ticket provides, the Carrier will reimburse the price difference between the classes of service.

(3) If the passenger who is assigned seating in accordance with this paragraph chooses a seat that is in a higher class of service than their tickets provide, the Carrier will request supplementary payment representing the price difference between the classes of service.

Rule 55 Limitation of Liability – Passengers^Δ

(A) For travel governed by the Montreal Convention

(1) For the purpose of international carriage governed by the Montreal Convention and in relation to passengers, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

(2) For clarity, where the Montreal Convention applies, the limits of liability are as follows:

(a) In respect of death or bodily injury, 128,821 Special Drawing Rights in most cases;

(b) For damage occasioned by delay to the passenger's journey, 5,346 Special Drawing Rights per passenger in most cases.

(B) For travel not governed by the Montreal Convention

Where neither the Montreal Convention nor any other international convention (e.g. Warsaw Convention) governing the Carrier's liability applies, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

(C) Liability of third-parties

Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any person who has willfully or negligently caused damage which resulted in death, wounding, or other bodily injury of a passenger or their property.

(D) Independent contractors

The Carrier does not maintain, operate or provide ground transportation between airports, or between airports and city centres. Any such services are performed by independent contractors who are not, and shall not be deemed to be, the agents or employees of the Carrier. The Carrier shall not be liable for the acts or omissions of any such independent contractors.

(E) Refusal to carry

In the event the Carrier refuses to transport a passenger for any of the reasons detailed in this tariff, the Carrier will not be liable to the passenger for any loss or damage, financial or otherwise, incurred.

^Δ Tracked changes applicable to/from the United States annotated throughout the entirety of Rule 55 are effective January 16, 2025 pursuant to Docket OST-97-2050.

(F) Contributory Acts

If the Carrier proves that damage or loss 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 or loss.

(G) Exoneration

Subject to Rule 75 and applicable government regulations, the Carrier shall not be liable for damage or loss occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

(H) Other travel

The Carrier will not be responsible or liable for a passenger missing a cruise, rail journey, flight marketed by another Carrier or any other booking not made with the Carrier by reason of an insufficient amount of time between the scheduled arrival of a flight included in the itinerary set out in the ticket and the scheduled departure of the cruise, rail journey, flight or any other booking not made with the Carrier.

(I) Non-compensatory, punitive, exemplary damages

The Carrier shall not be liable for non-compensatory, punitive, exemplary damages or for any damages with no sufficient causal link, arising from or connected in any way with any act or omission by the Carrier, its employees or agents, whether or not such act or omission was negligent and whether or not the Carrier had knowledge that such damages might be incurred.

(J) Servants, Agents and Employees

Any exclusion or limitation of liability of the Carrier under this Rule shall apply to agents, servants, or representatives of the Carrier acting within the scope of their employment or duties and also to any person whose aircraft is used by the Carrier and its agents, servants or representatives acting within the scope of their employment or duties.

(K) Proof of Loss or Damage

All claims are subject to proof of amount of loss. The Carrier may disallow any claim for loss or damage which contains misrepresentations with respect to the nature or amount of such loss or damage. The Carrier may also disallow claims when the passenger fails to provide proof of loss in the form of receipts of purchase unless other sufficient proof of loss is provided.

(L) Event of force majeure

Except as provided by applicable laws, conventions and Rule 75, the Carrier is not liable for damages or losses related to the delay, cancellation, or detour of a flight resulting from an event of force majeure provided that the Carrier and its servants and agents take all measures that could reasonably be required to avoid the damage or that it was impossible for the Carrier or its servants and agents to take such measures.

(M) Mental and physical condition of passenger

The acceptance for transportation by the Carrier of a passenger whose status, age or mental or physical condition is such as to involve any unusual hazard or risk to himself, or in the case of a pregnant passenger, to any unborn child (whether or not the Carrier has knowledge of such status, age or mental or physical condition) shall be only upon the condition:

(1) that the Carrier shall not be liable for any loss or damage arising out of an injury, illness or disability (or any aggravation or consequence thereof, including) sustained by the passenger, if such loss or damage would not have been sustained but for such status, age, or mental or physical condition; and further

(2) that, in the case of a pregnant passenger, the Carrier shall not be liable for loss or damage arising out of any injury, illness or disability (or any aggravation or consequence thereof, including death) sustained by an unborn child.

(N) Passenger Liability

If the Carrier is required to divert an aircraft to land at a location other than the place of destination, return an aircraft to a gate during taxi prior to takeoff or if a flight is delayed due to a passenger's disruptive or disorderly conduct, the passenger shall indemnify the Carrier for additional costs associated with the incident, including, but not limited to, costs to accommodate other passenger, excess crew and ground handling costs, fuel and fees. The amount due will be as determined by the Carrier.

Rule 60 Limitation of Liability for Baggage^Δ

(A) For travel governed by the Montreal Convention

(1) For the purpose of international carriage governed by the Montreal Convention in relation to baggage, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

(2) For clarity, where the Montreal Convention applies, the limits of liability are, in respect of destruction, loss of, or damage or delay to baggage, 1,288 Special Drawing Rights per passenger in most cases.

(B) For travel not governed by the Montreal Convention

Where neither the Montreal Convention nor any other international convention (e.g. Warsaw C Convention) governing the Carrier's liability applies, the liability rules set out in the Montreal Convention with respect to baggage are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

(C) Liability of third-parties

Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any person who has willfully or negligently caused damage to baggage.

(D) Independent contractors

The Carrier does not maintain, operate or provide ground transportation between airports, or between airports and city centres. Any such services are performed by independent contractors who are not, and shall not be deemed to be the agents of employees of the Carrier. The Carrier shall not be liable for the acts or omissions of any such independent contractors with the exception of the Carrier's liability with respect to checked baggage that is yet to be delivered to passenger.

(E) Refusal to carry

In the event the Carrier refuses to carry a passenger's baggage for any of the reasons detailed in this tariff, the Carrier will not be liable to the passenger for any loss or damage, financial or otherwise, incurred.

^Δ Tracked changes applicable to/from the United States annotated throughout the entirety of Rule 60 are effective January 16, 2025 pursuant to Docket OST-97-2050.

(F) Contributory Acts

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. This includes, but is not limited to, overpacking bags, contravening Rule 85, improper packaging of items in baggage and the improper packaging of liquids for air travel.

(G) Exoneration

Subject to Rule 75 and applicable government regulations, the Carrier shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

(H) Carrier Liability

(1) 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. Further, in the event of that baggage is lost permanently or lost for more than 21 days, the Carrier is also liable for any paid baggage fees.

(2) In the case of unchecked baggage, such as personal items or carry-on baggage, the Carrier is liable if the damage resulted from its fault or that of its servants or agents.

(3) The foregoing provisions of (A)(2) above shall not apply 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 the case of such act or omission of a servant or agent, it is also proved that such servant or agent was acting within the scope of its employment.

(I) Baggage Defects

The Carrier is not liable for the destruction of, or loss of, or damage to checked baggage resulting from the inherent defect, quality or vice of the baggage.

(J) Events of Force Majeure

Except as provided by applicable laws, conventions and Rule 75, the Carrier is not liable for damages or losses related to the delay in the carriage or delivery of baggage resulting from an event of force majeure provided that the Carrier and its servants and agents take all measures that could reasonably

be required to avoid the damage or that it was impossible for the Carrier or its servants and agents to take such measures.

(K) Damage caused by passenger's property

The Carrier is not liable for damage to a passenger's baggage caused by property contained in the passenger's baggage.

(L) Passenger indemnity

Any passenger whose property caused damage to another passenger's baggage or person or to the property of the Carrier shall indemnify the Carrier for all losses and expenses incurred by the Carrier as a result thereof.

(M) Attached articles

The Carrier is not liable for destruction, loss or damage to articles strapped, fastened, or otherwise attached to the outside of checked baggage (e.g., sleeping bags, umbrellas).

(N) Damage caused by government authorities

The Carrier is not liable for loss, damage, or destruction to baggage that result from the actions taken by the Security, Customs, or other governmental agencies, with the exception of checked baggage in the charge of the Carrier.

(O) Baggage that contravenes Rule 85

The Carrier is not liable for damage, loss or destruction of baggage that does not comply with Rule 85, but only to the extent that the passenger's negligence, wrongful act or omission in not complying with Rule 85 contributed to the damage, loss or destruction.

(P) Liability for baggage checked late

Subject to the Montreal Convention and applicable government regulations, the Carrier is not liable to the passenger for interim expenses incurred by a passenger due to delayed checked baggage if the passenger failed to deliver the Baggage before the Check-in deadline and the passenger's failure to deliver the baggage by the check-in deadline caused or contributed to the delayed baggage.

(Q) Claims for lost, damaged and delayed baggage

(1) A passenger that receives the delivery of checked baggage without immediately reporting any baggage loss, destruction, or damage to the Carrier is prima facie evidence that the same has been delivered in good condition.

(2) In the case of damage to baggage, the passenger must complain in writing to the Carrier forthwith after the discovery of the damage, and, at the latest, within seven (7) days from the date of receipt in the case of checked baggage. In the case of delay, the passenger must

complain in writing to the Carrier at the latest within twenty-one (21) days from the date on which the baggage or cargo have been placed at his or her disposal.

(3) If no complaint is made within the times aforesaid, no action shall lie against the Carrier

(R) Abandoned Baggage

If checked baggage is not collected within one (1) month from the date when the Carrier makes it available to the passenger, the Carrier may dispose of the checked baggage without liability to the passenger. The passenger is responsible to contact the Carrier to follow up on the status of their baggage. This paragraph does not limit the Carrier's other liability that may exist under this Tariff.

(S) Non-compensatory, punitive, exemplary damages

The Carrier shall not be liable for non-compensatory, punitive, exemplary damages or for any damages with no sufficient causal link, arising from or connected in any way with any act or omission by the Carrier, its employees or agents, whether or not such act or omission was negligent and whether or not the Carrier had knowledge that such damages might be incurred.

(T) Servants, Agents and Employees

Any exclusion or limitation of liability of the Carrier under this rule shall apply to agents, servants, or representatives of the Carrier acting within the scope of their employment and also to any person whose aircraft is used by the Carrier and its agents, servants or representatives acting within the scope of their employment.

(U) Proof of Loss or Damage

All claims are subject to proof of amount of loss. The Carrier may disallow any claim for loss or damage which contains misrepresentations with respect to the nature or amount of such loss or damage. The Carrier may also disallow claims when the passenger fails to provide proof of loss in the form of receipts of purchase unless other sufficient proof of loss is provided.

(V) Other Travel

The Carrier will not be responsible or liable for a passenger's baggage missing a cruise, rail journey, flight marketed by another Carrier or any other booking not made with the Carrier by reason of an insufficient amount of time between the scheduled arrival of a flight included in the itinerary set out in the ticket and the scheduled departure of the cruise, rail journey, flight or any other booking not made with the Carrier.

(W) Animals

(1) The tariff's rules limiting liability for baggage apply to the transportation of animals.

(2) The Carrier is not liable to the passenger for any damages or losses that result from the Carrier refusing to transport the animal in accordance with this tariff.

(3) The Carrier is not liable to the passenger for any damages or losses that result from or relate to the customs or entry requirements of any country of departure, arrival or transit. This includes damages and losses should a country refuse entry of the animal.

(4) The Carrier is not liable to passengers that are unable to add animals to their ticket after their ticket was booked due to the number of animals on a flight reaching the limit set by the Carrier.

(X) The Carrier is not liable to a passenger for any loss or damage resulting from the Carrier refusing to carry a passenger's baggage for any of the reasons detailed in this tariff.

Rule 65 Tickets

(A) Issuance of ticket

A ticket will not be issued, and in any case the Carrier will not be obligated to transport a passenger, until the passenger has paid the applicable fare or has complied with credit arrangements established by the Carrier.

(B) Validity of Carriage

When validated, the ticket is good for carriage from the airport of departure to the airport of the place of destination via the route and date shown on the ticket, for the applicable fare type and the applicable period of time. Tickets are valid for travel only when used in accordance with this tariff. The passenger will be accepted for carriage on the date and flight segments for which a seat has been reserved. The Carrier's agreement to accept a reservation request is subject to the availability of space. The place and date of issue are then indicated on the ticket.

(C) Presentation of Ticket

The Carrier will only provide carriage to the passenger named on a ticket and who presents their valid ticket, duly issued by the Carrier, in respect of the flight(s) listed on the ticket. The passenger must also produce with the ticket valid travel documents identifying and confirming them as the person named on the ticket.

(D) Tickets are non-transferable

(1) Subject to subparagraph (2) tickets are not transferable and the Carrier is not liable to the owner of the ticket for honoring or refunding such ticket when presented by another person.

(2) A name change may be conducted at an extra charge. See paragraph (H) and Rule 130 for name changes. !

(E) Other Carriers' tickets

The Carrier does not accept tickets generated by any other air Carrier or its agent.

(F) Travel date and route changes

(1) Except for changes made within 24 hours of booking, passengers are not permitted to change the route of the flight (e.g. place of departure or place of arrival) on their original ticket .

(2) Except for changes made within 24 hours of booking, the following are the charges associated with modifying the date of the flight:

(a) Smart Fare : - \$65CAD per change plus fare difference.

(b) Comfort Fare : - \$65CAD per change plus fare difference. The \$65CAD charge is waived for the 1st change.

(c) Extra Fare :- \$65CAD per change plus fare difference. The \$65CAD charge is waived for the first 3 changes.

(H) Incorrect Passenger Name

If a passenger identifies an error in the name of a customer in their booking, they must contact the Carrier's call center as soon as they receive the reservation confirmation email and before completing check-in (either at the airport or using the web check-in option). In cases where the correction involves three (3) characters or fewer, the amendment will be made with no fees applied. However, if four (4) or more characters need to be amended, it will be considered a Name Change. In such instances, the applicable time limits, service fees, and any fare difference between the fare on the date of booking and the fare on the date of the change will be applied, as detailed in this Rule. Changing names on tickets is free if it's within 24 hours of booking. Otherwise, there is a service fee. See rule 130 for the service fee.

Rule 70 Confirmation of Reserved Space

(A) General

(1) A reservation for space on a specific flight is valid when the availability and allocation of the space is entered into the Carrier's reservation system, a confirmation number/code is obtained from the Carrier which authenticates the reservation, the passenger has paid the appropriate fare, and a ticket has been issued for that space.

(2) The Carrier will only issue a ticket against a valid reservation. Subject to payment or other satisfactory arrangements and passenger compliance with the check-in time limits set out in paragraph (C) below, a ticket will be issued to the passenger by the Carrier or agent of the Carrier indicating that the passenger is holding confirmed space for the flight(s) shown on the ticket. The ticket will only apply between the points named on the ticket and the flight coupons that are presented.

(3) On any specific flight, the Carrier may limit the number of passengers carried at any specific fare. All fares will not necessarily be available on all flights. The number of seats which the Carrier shall make available on a specific flight will be determined by the Carrier's best judgment as to the anticipated total number of passengers on each flight.

(4) The Carrier may refuse to book a reservation or ticket to any person who has previously violated, or who the Carrier believes may violate in the future, the terms contained within this tariff.

(5) When a reservation is made a passenger may add optional services, which will be confirmed once the corresponding service fees are paid. Optional services and service fees are set out in this tariff.

(B) Making Reservations

(1) The Carrier will record the passenger's reservation in the Carrier's reservation system. The Carrier or its authorized agents will provide the passenger with written confirmation of the passenger's reservation. In the case of a reservation made with the Carrier's call centre, the passenger will receive a reservation reference orally. In the case of a reservation made on the Carrier's website, a reservation reference will be displayed upon completion of the transaction. A reservation confirmation will be issued to the passenger, by email, to the contact details provided and recorded with the reserved ticket.

(2) Despite making a reservation, a ticket is not confirmed, valid or issued until full payment of the fare and any applicable taxes or surcharges has been received by the Carrier. If payment by credit or debit card, or via any third party, including but not limited to a travel agency, is not processed and received by the Carrier for any reason whatsoever, your ticket will not be issued and the Carrier will not have any liability to the passenger.

(3) A reservation is valid for carriage only as shown on the reservation confirmation for the passenger (s) named, from the place of departure to the place of destination on the date and flight number shown. A passenger may change the date and / or time of their Flight, subject to the applicable fare rules and Rule 65 of this tariff.

(C) Passenger Responsibility

(1) The passenger accepts full responsibility for ensuring they have all required travel documents as applicable at the time of travel and agree that if the required travel documents are not provided to the Carrier at time of check-in-the Carrier may refuse to transport the passenger and no refund or credit will be issued.

(2) The passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed below. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements.

Travel	Recommended check in time	Check-in/baggage drop-off deadline**	Boarding gate deadline***
To/From Canada	180 minutes	60 minutes	40 minutes

*Recommended check-in time: To ensure that the passenger has plenty of time to check in, drop off checked baggage and pass through security, the above table sets out how much in advance of the flight’s departure time the passenger should check in.

**Check-in and baggage drop-off deadline: The passenger must have checked-in, obtained their boarding pass and checked all baggage at the baggage drop-off counter before the check-in deadline for their flight.

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

(D) Advanced Seat Selection

(1) Passengers may select their preferred seat in advance of travel. Depending on the fare type, this service may be subject to a service fee as set out at Rule 130.

(2) If a passenger does not complete advanced seat selection before they complete the check-in process, the Carrier will assign a seat to the passenger for no charge. The Carrier does not guarantee that multiple passengers under one booking reference number will be assigned together.

(3) If a passenger is unable to use this service they must report to the airport check-in counter at least ninety (90) minutes before their Scheduled Departure Time so that a seat may be assigned to them.

(4) The Carrier has designated specific seats for passengers traveling with Infants. The Carrier's advanced seating rules also apply to such seats.

(5) Passengers who are travelling with an animal or emotional support animal may only choose from seats authorized for this purpose. These will be displayed at time of seat selection.

(6) The Carrier will use its best endeavors to honor all advanced seat selection requests. However, the Carrier has the right to change a passenger's seat at any time, even after the passenger has boarded the aircraft, for operational, safety or security reasons.

(7) If a passenger has paid for advanced seat selection and adhered to all requirements of the seat selected, but the Carrier, for operational, safety or security reasons have moved the passenger to another seat, passenger will be entitled to a refund of the service fee paid, which will be provided to the passenger's original payment method.

(8) A passenger can use the advanced seating service at the time they book their ticket or any time up to and including check-in, but not less than 90 minutes before departure. Once selected, the passenger can change their seat at any time. If the passenger chooses a seat with a higher service fee, the difference must be paid before the change is confirmed. If the change is for a seat with a lower Service Fee, a refund will not be offered.

(9) To select a seat located in an emergency exit row the passenger must meet the requirements listed below. If a passenger selects a seat in an emergency exit row and the crew have reason to believe the passenger does not meet the criteria for seating in these rows, the passenger will be relocated to other seats in the aircraft and no refund will be due.

(a) Can understand instructions given in Spanish or English related to emergency evacuation.

(b) Be at least sixteen (16) years old.

(c) Not pregnant or responsible for Children or Infants traveling on the flight.

(d) Have enough strength or dexterity to be able to open the emergency exit.

(e) Able to quickly activate the evacuation slide and help others off it

(f) Have no visual, mobility, mental or hearing limitations.

(g) Can adequately impart information orally in Spanish or English to other Customers.

(10) For seating of passengers with a disability, please see Rule 25.

Rule 75 Schedule Irregularities, Delay, Cancellation and Denied Boarding

(A) Applicability

(1) This rule applies to all passengers irrespective of the fare type on which they are travelling.

(B) General

(1) The Carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable.

(2) Times shown in timetables or elsewhere are approximate and are not guaranteed. Flight schedules are subject to change and the times shown on the Carrier's published schedules, tickets, timetables and advertising are subject to change. No employee, agent or representative of the Carrier is authorized to bind the Carrier by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any Flight.

(3) The Carrier will not guarantee and, subject to this Rule and Rules 55 and 60, will not be held liable, except as provided for in the APPR, for cancellations or changes to flight times that appear on passengers' tickets due to an event not within the control of the Carrier, including events of Force Majeure.

(4) The Carrier will make all reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.

(5) In the case of schedule irregularities, the Carrier will give priority assistance to any person with a disability.

(6) The Carrier will determine when, in accordance with this Rule, a delay or cancellation is controllable and identify which passengers are eligible for applicable compensation.

(7) A delay, cancellation or denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside of the Carrier's control, is considered to also be due to situations outside of the Carrier's control when all reasonable measures to mitigate the impact of the earlier delay or cancellation have been taken.

(8) A delay, cancellation or denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations within the Carrier's control but required for safety purposes, is considered to also be within that Carrier's control but required for safety purposes when all reasonable measures to mitigate the impact of the earlier delay or cancellation have been taken.

(9) When the Carrier is unable to permit a passenger to occupy a seat on board a flight because the number of seats that may be occupied on the flight is less than the number of passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation and are present at the boarding gate at the required boarding time, the Carrier will follow the provisions of this rule.

(10) The Carrier may, without notice, substitute alternate Carriers or aircraft, and may alter or omit stopping places shown on an itinerary or ticket.

(11) The Carrier cannot guarantee that the passenger will make connections to other flights.

(12) Subject to the applicable international conventions, Rules 55 and 60 and paragraph (E) below, and except as provided for in the APPR, the Carrier is not liable or responsible for passenger expenses, losses or damages that arise from schedule irregularities or events of force majeure under Rule 75(D), including but not limited to damages or losses related to tickets booked with another Carrier, accommodations, cruises and the like.

(C) Communications

(1) In order to ensure timely receipt of communications, passengers must make best efforts to ensure that they, or their travel arranger, have provided the Carrier with their current email address, and/or a current telephone number.

(2) Passengers will also be able to receive delay or cancellation information:

- (a) via the Carrier's website;
- (b) at the airport during check-in;
- (c) at the airport by departure and arrival screens;
- (d) at the airport by Carrier announcements; and
- (e) on the aircraft.

(D) Schedule Irregularities and Events of Force Majeure not covered by the APPR

(1) Applicability

Rule 75(D) applies where a passenger is informed 15 days or more before the scheduled departure of their flight of a schedule irregularity or event of force majeure resulting in the delay or cancellation of the passenger's flight listed on their ticket.

(2) Rebooking

(a) If a passenger holds a confirmed reservation on a flight and are prevented from travelling according to the times that were originally scheduled because of a schedule irregularity or event of force majeure (including but not limited to, flight delay, flight cancellation, omission of a scheduled stop, substitution of equipment, or schedule change), the Carrier will rebook the passenger on the first flight on which seats are available to the passenger's place of destination without additional charge. Alternatively the passenger will also have the option to obtain a refund.

(b) When a passenger is rebooked by the Carrier due to a schedule irregularity or event of force majeure and the new scheduled departure time is more than two (2) hours from the departure time on the original ticket, the passenger may change the date and/or time of their flight without a Service and/or fare difference provided:

(i) The same place of departure and place of arrival are booked and;

(ii) The new dates of travel are within thirty (30) days of the original Flight date.

(E) Delay, cancellation and denial of boarding covered by the APPR

(1) Applicability

(a) Rule 75(E) applies where:

(i) a passenger is informed 14 days or less before their scheduled departure of a delay, cancellation or denial of boarding, and

ii) the passenger's itinerary begins or ends in Canada.

(b) For purposes of the APPR, the Carrier is a small carrier.

(2) Communication

(a) The Carrier will provide the following information to the affected passengers:

(i) the reason for the delay, cancellation, or denial of boarding;

(ii) the compensation to which the passenger may be entitled for the inconvenience;

(iii) the standard of treatment for passengers, if any; and

(iv) the recourse available against the Carrier, including their recourse to the Agency.

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

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

(d) The information of subparagraph (a) above will be provided by means of audible announcements. Visible announcements will be provided upon request.

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

(3) Delays, cancellations and denials of boarding outside the Carrier's control.

(a) Situations outside the Carrier's control, include, but are not limited to the following:

(i) war or political instability;

(ii) illegal acts or sabotage;

(iii) meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;

(iv) instructions from air traffic control;

(v) a NOTAM, (Notice to Airmen), as defined in subsection 101.01(1) of the Canadian Aviation Regulations;

(vi) a security threat;

(vii) airport operation issues;

(viii) a medical emergency;

(ix) a collision with wildlife;

(x) a labour disruption within the Carrier or within an essential service provider such as an airport or an air navigation service provider;

(xi) a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority;

(xii) an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security; and

(xiii) an event of force majeure.

(b) Alternate Arrangements

(i) If, for reasons outside the Carrier's control, a flight is cancelled, or once a flight delay has reached three hours or a passenger is denied boarding, the Carrier will provide to the passenger, free of charge, a confirmed reservation on the next available flight that is operated by the Carrier, or a carrier with which the Carrier has a commercial agreement, travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 48 hours after the departure time that is indicated on that ticket.

(ii) If the Carrier cannot provide a confirmed reservation in accordance with (1) above, the Carrier will, at the passenger's choice:

(A) provide a refund for any unused portion of the ticket; or,

(B) confirmed reservation for the next available flight that is operated by the original Carrier, or a carrier with which the original Carrier has a commercial agreement and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket.

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

(iv) A passenger who is eligible to be refunded as per (ii) above, may choose a refund, pursuant to Rule 105 (A) and (B), Involuntary refunds, at any time prior to being provided with a confirmed reservation.

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

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

(A) the passenger did not receive those services; or,

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

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

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

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

(4) Delay or cancellation – within the Carrier's control and within the Carrier's control but required for safety purposes

(a) A delay or cancellation that is directly attributable to an earlier delay or cancellation that is within the Carrier's control but is required for safety purposes, is considered to also be within that Carrier's control but required for safety purposes, if the Carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

(b) Alternate arrangements

(i) In case of a delay of three hours or more, if the passenger desires, or a flight cancellation, the Carrier will provide the passenger a confirmed reservation for the next available flight that is operated by the original Carrier, or a Carrier with which the original Carrier has a commercial agreement, and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket.

(ii) Refund

If the alternate travel arrangements offered, in accordance with (b) above, do not accommodate the passenger's travel needs, the Carrier will

(A) in the case where the passenger is no longer at the point of origin that is indicated on the original ticket and the travel no longer serves a purpose because of the delay or cancellation, refund the ticket, pursuant Rule 105 (A) and (B), Involuntary refunds, and provide the passenger, free of charge, with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger's travel needs; and

(B) in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 105 (A) and (B), Involuntary refunds.

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

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

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

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

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

(c) Standards of treatment

(i) If the passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their original ticket and they have waited two hours after the departure time that is indicated on their original ticket, the Carrier will provide the passenger with the following treatment free of charge:

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

(B) access to a means of communication.

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

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

(iii) The Carrier may limit or refuse to provide a standard of treatment referred to in (i), and (ii) above if providing that treatment would further delay the passenger.

(d) Compensation

(i) Compensation for inconvenience is only payable when the delay or cancellation is within the Carrier's control and is not required for safety purposes.

(ii) If a passenger is informed 14 days or less before the departure time on their original ticket that the arrival of their flight at the destination that was indicated on their ticket will be delayed, the Carrier will provide the minimum compensation for inconvenience as follows:

(A) \$125 CAD, if the arrival of the passenger's flight at destination that is indicated on the original ticket is delayed by three hours or more, but less than six hours,

(B) \$250 CAD, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours, or

(C) \$500 CAD, if the arrival of the passenger's flight at the destination on the original ticket is delayed by nine hours or more.

(iii) If the passenger's ticket is refunded in accordance with (4)(b)(ii), the Carrier will provide a minimum compensation of \$125 CAD.

(iv) To receive the minimum compensation a passenger must file a request for compensation with the Carrier before the first anniversary of the day on which the flight delay or flight cancellation occurred.

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

(vi) If the Carrier is required by this tariff to provide compensation to a passenger, the Carrier will offer it in the form of money (i.e., cash, cheque, or bank transfer). However, the compensation may be offered in another form (e.g. a travel credit) if:

(A) compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR;

(B) the passenger has been informed in writing of the monetary value of the other form of compensation;

(C) the other form of compensation does not expire; and

(D) the passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

(5) Denial of Boarding - within the Carrier's control and within the Carrier's control but required for safety purposes

(a) In cases of denial of boarding within the Carrier's control and within the Carrier's control but required for safety purposes, the Carrier will not deny boarding to a passenger unless it has asked all passengers if they are willing to give up their seat. As such, the Carrier will make an announcement and ask for volunteers to relinquish their seats from among the confirmed passengers. At the same time, the Carrier will announce what type of benefits passengers will be entitled to should they voluntarily relinquish their seat. The Carrier will advise any passenger who expresses an interest in relinquishing their seat of the amount of compensation a passenger could receive pursuant to (5)(e) if there is a denial of boarding.

(b) If the Carrier offers a benefit in exchange for a passenger willingly relinquishing their seat and a passenger accepts the offer the Carrier will provide the passenger with a written confirmation of that benefit before the flight departs. A passenger who willingly relinquishes their seat is not considered to be a passenger who has been subject to a denial of boarding by the Carrier and as such, is not entitled to compensation pursuant to (5)(e).

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

(d) If denial of boarding is necessary, the Carrier will give priority for boarding to passengers in the following order:

(i) an unaccompanied minor;

(ii) a person with a disability and their support person, service dog or other service animal, or emotional support animal, if any;

(iii) a passenger who is travelling with family members;

(iv) a passenger who was previously denied boarding on the same ticket;

(v) all other passengers with confirmed and ticketed reservations in the order in which they presented themselves for check-in.

(e)Alternate Arrangements

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

(ii) If the alternate travel arrangements offered do not accommodate the passenger's travel needs, the Carrier will

(A) in the case where the passenger is no longer at the point of origin that is indicated on the original ticket and the travel no longer serves a purpose because of the delay or cancellation, refund the ticket, pursuant Rule 105 (A) and (B), Involuntary refunds, and provide the passenger, free of charge, with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger's travel needs; and

(B) in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 105 (A) and (B), Involuntary refunds.

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

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

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

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

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

(d) Standards of Treatment

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

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

(B) access to a means of communication.

(ii) If the Carrier expects that the passenger will be required to wait overnight for a flight reserved as part of alternate travel arrangements, the air Carrier will offer, free of charge, hotel or other comparable accommodation that is reasonable in relation to the location of the passenger as well as transportation to the hotel or other accommodation and back to the airport.

(iii) The Carrier may limit or refuse to provide a standard of treatment referred to above, if providing that treatment would further delay the passenger.

(e) Compensation – Denial of Boarding

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

(ii) If a denial of boarding that is within the Carrier's control occurs, the Carrier will provide the following compensation for inconvenience to the affected passenger:

(A) \$900 CAD, if the arrival time of the passenger's flight at the destination that is indicated on the original ticket is delayed by less than six hours;

(B) \$1,800 CAD, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours; and

(C) \$2,400 CAD, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more.

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

(iv) If the compensation is paid before the arrival of the flight reserved as part of alternate travel arrangements, at the destination that is indicated on their ticket, that compensation will be based on the flight's expected arrival time.

(v) If it is not possible to provide the compensation before the boarding time of the flight reserved as part of alternate travel arrangements, the Carrier will provide the passenger with a written confirmation of the amount of the compensation that is owed.

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

(vii) If the Carrier is required to provide compensation for a denial of boarding to a passenger, the Carrier will offer it in the form of money (i.e. cash, cheque, or bank transfer). However, the compensation may be offered in another form (e.g. a travel credit) if:

(A) compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR.

(B) the passenger has been informed in writing of the monetary value of the other form of compensation;

(C) the other form compensation does not expire; and

(D) the passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

(6) Tarmac Delay

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

(b) If a flight is delayed on the tarmac after the doors of the aircraft are closed for

take-off or after the flight has landed, the Carrier will provide passengers with the following treatment, free of charge:

- (i) if the aircraft is equipped with lavatories, access to those lavatories in working order;
- (ii) proper ventilation and cooling or heating of the aircraft;
- (iii) if it is feasible to communicate with people outside of the aircraft, the means to do so; and
- (iv) food and drink, in reasonable quantities, taking into account the length of the delay, the time of day and the location of the airport.

(c) Tarmac Delay over 3 hours

- (i) If a flight is delayed on the tarmac at an airport in Canada, the Carrier will provide an opportunity for passengers to disembark:
 - (A) three hours after the aircraft doors have been closed for take-off; and
 - (B) three hours after the flight has landed, or at any earlier time if it is feasible.
- (ii) Exception: Carrier is not required to provide an opportunity for passengers to disembark in accordance with (i) (above) if:
 - (A) it is likely that take-off will occur less than three hours and 45 minutes after the doors of the aircraft are closed for take-off or after the flight has landed, and,
 - (B) the Carrier is able to continue to provide the standards of treatment referred to in (6)(b) (above).
- (iii) Passengers that disembarked must make themselves available to re-board the aircraft with sufficient notice from the Carrier.
- (iv) If the Carrier allows disembarkation, it will, if it is feasible, give passengers with disabilities and their support person, service animal or emotional support animal, if any, the opportunity to leave the aircraft first.
- (v) Subparagraph(c)(i) does not apply if providing an opportunity for passengers to disembark is not possible, including if it is not possible for reasons related to safety and security or to air traffic or customs control.

Rule 85 Acceptance of Baggage^Δ

(A) General

(1) The Carrier will transport a passenger's baggage, provided that the corresponding Service Fees for baggage above the baggage allowance for the passenger's fare have been paid for the number of pieces, the type of pieces, and the dimensions and weight, as applicable. Please refer to Rule 130 which outlines service fee amounts to be paid for the acceptance of baggage.

(2) If an object is transported as or part of baggage in violation of the provisions in this tariff, the Carrier shall not be liable for any loss or damage to such objects except as provided by applicable laws and conventions.

(3) The Carrier may refuse to transport any baggage at any time by reason of its size, condition, weight, or features, or for safety, security or operational reasons, in accordance with this tariff.

(4) If a passenger's personal item, carry-on baggage and / or checked baggage exceeds the weight or size permitted for the baggage allowance included with the passenger's fare (including any Additional Carry-On or checked baggage allowance purchased), the passenger must pay to check their carry-on baggage as check-in baggage (if applicable) and the relevant service fees must be paid before the Carrier will accept the Baggage for carriage.

(5) If a passenger exceeds their permitted carry-on baggage allowance, as set out in paragraphs B, C, D and E of this Rule, they will be required to check the item as checked baggage and the relevant service fees must be paid before the Carrier will accept the passenger or baggage for carriage.

(6) Service fees for baggage are set out at Rule 130.

(B) Baggage in the cabin

(1) Personal item

(a) All passengers may take one (1) personal item, such as a purse, small briefcase or backpack into the cabin. The personal item must weigh no more than 6kg (flights to/from Brazil no more than 10kg) and no larger than 15"x9"x7" / 40x25x20cm, including wheels and handles.

(b) The personal item must be stored under the aircraft seat during the flight, except for passengers seated in the first row who must place their personal item in the upper bins.

^Δ Tracked changes applicable to/from the United States annotated throughout the entirety of Rule 85 are effective January 16, 2025 pursuant to Docket OST-97-2050.

(c) If the personal item exceeds the maximum size or weight described in this tariff rule, the passenger must pay the relevant service fees to carry it as carry-on baggage.

(d) Adults traveling with infants may carry an extra personal item into the cabin for no additional charge.

(e) Additional items: in addition to the personal item, a maximum of one (1) of the following items may be carried under the care of the passenger and without additional cost: small camera, binoculars, reading material (book or magazine), jacket or a bag purchased in the departure airport duty free store, Assistance Devices, food for consumption on board the flight, outer garments (coats/hats/wraps) or Umbrella.

(2) Carry-on baggage

(a) In addition to the personal item mentioned in (B)(1) above, the passenger is permitted to take one (1) Carry-on baggage item into the cabin, subject to this Rule and the payment of applicable Service Fees for carry-on baggage that exceeds the carry-on baggage allowance for the passenger's fare.

(b) Infants travelling on an fare paying passenger's lap are not permitted to add an animal, Carry-on Bag or any other additional Baggage to their Booking.

(c) Carry-on baggage must fit into an overhead bin and be no larger than 22" x 18" x 10" (56x46x25 cm) including handles and wheels. Pieces exceeding these dimensions must be checked in as checked baggage and the relevant service fees must be paid before we will accept the baggage for carriage.

(d) See Rule 130 for applicable fees.

(3) Restricted items in personal items and carry-on baggage

A passenger may not carry the following items in the cabin, whether on their person or as part of their personal item or carry-on baggage:

(a) Pointed / edged sharp objects;

(b) Blunt instruments;

(c) Explosives or flammable substances;

(d) Chemical or toxic substances;

(e) Scissors or any other sharp / bladed objects (including but not limited to icepicks or nail clippers as considered illegal by local law);

(f) Aerosols (including but not limited to hair spray, perfumes or cosmetics exceeding 0.5KG/L per article);

- (g) Any other items which are deemed a security hazard by local law;
- (h) Any other item which may resemble or have similar function to those stated above;
or
- (i) Any item the Carrier or its Authorized Agents determine is a threat to the safety or security of our aircraft, crew, or Customers.

Note: Some airports or countries may have additional restrictions on items that may be carried on an aircraft. It is the passenger's responsibility to comply with all local and national rules, regulations, and requirements.

(C) Checked Baggage

(1) General

- (a) The Carrier will not accept checked baggage of any kind with linear dimensions exceeding 366cm, or over 32kg in weight (this includes Musical Instruments and Sporting Equipment).
- (b) Each passenger may check- a maximum of nine (9) checked bags on each flight. A Service Fee for checked baggage will be charged for the number of checked bags that exceed the checked bag allowance included in the passenger's fare. See Rule 130 for applicable service fees.
- (c) Applicable service fees for checked baggage must be paid before the Carrier will accept a passenger's checked baggage for carriage.
- (d) Checked baggage must be delivered to the Carrier's check-in counter, and a baggage receipt issued by the Carrier to the passenger, before the check-in deadline for a flight (one hour before the scheduled departure). After this time, the Carrier may refuse to carry the passenger's checked baggage. If the Carrier accepts the baggage after the check-in deadline, it is presumed that any resulting damage or loss caused by the delay of the baggage was caused by or contributed to by the negligence, wrongful act or omission of the passenger.
- (e) The Carrier will only accept checked baggage that has clear identification of the passenger attached, for example a baggage tag or label.
- (f) Passengers may not pack more items into a baggage item than the baggage can safely contain.
- (g) Checked baggage will only be checked to the place of destination listed on the passenger's ticket.

(h) The Carrier will issue a baggage receipt for checked baggage delivered to the Carrier in accordance with this tariff. The passenger must retain the baggage receipt until they have received their checked baggage at their destination.

(i) Fragile or perishable items, or items of special value, may not be included in checked baggage. These items must be carried in a passenger's carry-on baggage.

(j) The following items may be checked baggage provided they are in good condition, sealed, and secured in a manner such that they will not open during transportation or lifting, and are of sufficient quality and durability for transportation as checked baggage:

(i) Backpacks and knapsacks that securely store contents, except for backpacks or knapsacks not designed for travel (e.g., made from plastic, vinyl, or other easily torn material, with easily bent material, with protruding straps or buckles).

(ii) Garment bags that that securely store contents, except for garment bags not designed for travel;

(iii) Coolers, provided they do not contain dry or wet ice and only non-perishable food, dry food, canned food, or food requiring no refrigeration so long as it is properly packaged.

(iv) Packages, including cardboard boxes, if they are in good condition for transport. Cardboard boxes must be completely sealed and reinforced both at the bottom and top to prevent the box from breaking when lifted. Packages must be secure, sealed and not break when lifted. Each box or package should be marked with the full name, address, and phone number of passenger's permanent residence. Packages consisting of plastic bags or trash bags are not permitted as checked baggage.

(k) Articles may not be strapped, fastened, or otherwise attached to the outside of checked package (e.g., sleeping bags, umbrellas).

(l) The Carrier will not accept baggage containing any agricultural, or perishable items or products that do not meet the importation or exportation requirements of the Customs and/or Agricultural government entities of the country that from which the passenger is departing or arriving.

(m) Whenever possible, checked baggage shall be carried on the same aircraft as the passenger, unless, for security or operational purposes, the Carrier decides to transport the checked baggage on another Flight, which shall be the closest possible to that on which the passenger was carried.

(n) If checked baggage is carried on a flight other than that which the passenger travelled, the Carrier shall send it to the place of destination, unless the country of departure, transit or arrival has a legal requirement that baggage be inspected in the presence of the passenger and the passenger and baggage are not in such country for inspection. In such

circumstances the Carrier will make alternative arrangements to deliver the baggage to the passenger at the place of destination.

(o) A passenger must collect their checked baggage as soon as it is available from the baggage hall in the place of destination.

(p) If checked baggage is not collected within one (1) month from the date when the Carrier makes it available to the passenger, the Carrier may dispose of checked baggage without liability.

(q) If an individual claiming ownership of checked baggage is unable to provide the baggage receipt such a bag tag, we will consider providing the baggage to them only if they can prove that the checked baggage belongs to them.

(D) Musical Instruments

(1) Musical instruments as Carry-on Baggage or Personal Item

(a) The Carrier will permit a passenger to bring on-board the aircraft cabin a small musical instrument, such as a violin or flute, as part of passenger's carry-on baggage allowance according to the number and size dimensions set out in Rule 85, if:

(i) the instrument can be stowed safely in a suitable baggage compartment in the aircraft cabin or under the passenger seat, in accordance with the Carrier's requirements for carriage of carry-on baggage; and,

(ii) there is space for such stowage at the time the passenger boards the aircraft.

(2) Musical instrument occupying a seat

(a) Where a musical instrument does not qualify as carry-on baggage, a passenger may take their Musical Instrument into the cabin and place it in the seat adjacent to them only if they book an Extra Seat, paying the applicable fare and advanced seat selection fees for themselves and the extra seat. Musical Instruments may not occupy an emergency exit row seat or impede access in the aisle.

(b) Musical Instruments placed in a seat may weigh no more than 75kg and be no larger than 136x47x25 cm.

(c) The passenger is responsible for the safe transport of their Musical Instrument within the terminal and when boarding and deplaning the aircraft. The Carrier is not obliged to assist with transport or placement of any Baggage.

(d) The Musical Instrument must be appropriately packaged in a container or case in a manner to avoid possible injury to other passengers and crew. It must be properly

secured by the aircraft's seatbelt or other tie down having enough strength to eliminate the possibility of shifting under all normally anticipated flight and ground conditions. The instrument cannot block any Customer's view of the "SEAT BELT" sign, "NO SMOKING" sign or required "EXIT" sign.

(3) Musical instruments as Checked Baggage

(a) A passenger may check their Musical Instrument as checked baggage. The weight shall not exceed 32kg nor shall dimensions exceed 366 linear cm. Service fees applicable for checked baggage associated with the passenger's fare must be paid before the Carrier will accept the musical instrument as checked baggage for carriage (See Rule 130). Musical instruments as checked baggage must be packaged in a hard case suitable for transportation as checked baggage.

(E) Sport Equipment

(1) General

(a) The following items, hereafter "sports equipment", are eligible for transportation as baggage: golf equipment (clubs and bags), fishing rods and tackle, diving equipment, non-motorized single-seat bicycles properly packed (flat tires, handlebars must be folded, and pedals loose, also must have adequate protection) bowling balls, skiing and snowboard equipment, archery equipment, camping equipment (e.g. tents) , hockey or lacrosse equipment , kitesurfing or kiteboarding equipment, rackets (maximum of 2), oars (maximum of 2), parachutes, pool cues, surfing and windsurfing equipment.

(b) The Carrier does not accept firearms, sports weapons, hunting equipment or ammunition as Carry-on Baggage or Checked Baggage.

(c) The limitation of liability set out at Rule 60 apply to sports equipment travelling as baggage.

(2) Sports Equipment as a Personal Item

If the sports equipment complies with the measurements and weight of a personal item, it may be carried in the aircraft cabin for no additional Service Fees.

(3) Sport equipment as carry-on luggage

Sports equipment may be carried into the cabin as carry-on baggage if it complies with the Carrier's maximum size and weight limitations for carry-on Baggage A maximum of one (1) carry-on baggage per passenger is permitted, including Sports Equipment.

(4) Sports equipment as checked baggage

(a)A passenger may check sports equipment as checked baggage. The weight shall not exceed 32kg nor shall dimensions exceed 366 linear cm. Service fees applicable for

checked baggage associated with the passenger’s fare must be paid before the Carrier we will accept the sports equipment as checked baggage for carriage. Sports equipment as checked baggage must be packaged in a hard case suitable for transportation as checked baggage.

(b) Sports equipment checked as baggage are subject to fees set out at Rule 130.

(F) Lithium Batters

Lithium batteries are only accepted for transportation as follows:

Item	Description	Carry-on Baggage	Checked Baggage	Requires Limited Liability Release
<p>Lithium Metal Batteries for Portable Electronic Devices</p>	<p>* The lithium content for lithium metal (non- rechargeable) batteries may not exceed 2 grams per battery. Additionally, each installed or spare lithium battery must be of a type proven to meet the requirements of each test in the UN Manual of Tests and Criteria, Part III, Sub- section 38.3.</p> <p>Spare lithium batteries are accepted in Carry- on Baggage ONLY. Spare batteries must be protected from damage and short circuit</p> <p>Lithium Metal Batteries for Portable Electronic Devices as applicable.</p>	<p><u>Installed and Spares</u> Yes – with exceptions*</p>	<p><u>Installed</u> Yes - with exceptions* <u>Spares</u> No</p>	<p>No</p>

Rule 90 Acceptance of Live Animals

(A) General

- (1) Animals will be accepted for transportation in the cabin as carry-on when accompanying a fare paying passenger and in accordance with this Rule.
- (2) Animals will not be accepted as checked baggage.
- (3) The minimum age of an animal to be transported is eight (8) weeks. Animals under this age will not be accepted for carriage.
- (4) Maximum of one (1) animal per passenger.
- (5) The passenger accepts full responsibility for the behavior and control of the animal. If at any time the Carrier determines that the animal will cause disruption in the cabin the Carrier may refuse carriage of the animal. If the Carrier refuses transportation of the animal a refund of the passenger's ticket will not be offered.
- (6) The passenger is exclusively responsible for sourcing, completing, and providing all required documentation for the animal's travel, including but not limited to vaccination certificates, import and/or export permits, health certificates and any other documentation which may be required by the origin or destination country. The Carrier will not be liable to the passenger for any costs incurred if the animal is not accepted for carriage by the airport, animal health authorities or any other regulatory body responsible for approving the import or export of animals.
- (7) The Carrier is not responsible:
 - (a) For feeding, care, or hygiene of animals
 - (b) Veterinary treatment or care of the animal,
 - (c) Subject to the Montreal Convention, the death of an animal during travel; or
 - (d) Any customs or regulatory requirements related to the animal's entry into or passage through any country, state, or territory.

(B) Limitation of Liability

See Rule 60.

(C) Animals in Cabin

(1) Only a cat or a dog will be accepted in the cabin. No other species of animal may travel in the cabin.

(2) The animal must travel in a soft-sided carrier, no larger than 15"x9"x7" / 40x25x20cm. The combined weight of the carrier and the animal must be less than 10kg. No other type of carrier (handbag, hard-sided carrier or any other type) will be accepted. The animal must be able to stand and turn around in the container.

(3) At no time during travel may the animal be removed from the carrier. If, for reasons of inspection or validation by authorities, it is necessary to remove the animal from the carrier, they must be restrained by a leash and dogs must be muzzled.

(4) The service fees for carriage of animals in the cabin are set out at Rule 130.

(5) A passenger must add the animal to their reservation prior to or at check-in. This may be done at the time passenger books their ticket or after they book their ticket up to and including check-in. The Carrier has a limit of 6 animals carried on each flight. If, after making a reservation, a passenger attempts to add an animal and the total number of animals to be transported on a flight has reached the limit set by the Carrier, the passenger will not be offered a refund.

(D) Search and Rescue Dogs

(1) Search and rescue dogs which are properly harnessed will be permitted in the passenger cabin of the aircraft when accompanying a fare paying passenger. The animal must remain on the floor at the handler's seat.

(2) The Carrier will accept a search and rescue dog for transportation without charge.

(3) A Search and Rescue dog must be added to a passenger's ticket at the time they book their ticket or after they book their ticket up to and including check-in. Passengers are strongly encouraged to add their Search and Rescue dog to their ticket when booking their ticket.

(E) Service Dogs

See Rule 25.

(F) Emotional Support Dogs

See Rule 25.

Rule 105 Refunds

(A) General

(1) The Carrier will refund a passenger's fare and applicable service charges, taxes and fees charged under this tariff, or provide other compensation in accordance with the applicable legal framework in cases of the Carrier's liability, in accordance with this rule.

(2) The Carrier will have a maximum period of thirty (30) days from the date of the refund request or the date the Carrier is obliged to make the refund, whichever is later, to make the refund.

(3) All refunds will be subject to government laws, rules, regulations, or orders of the country in which the reservation was originally made the country of departure, the country of arrival and of the country in which the refund is being made.

(B) Involuntary Refund

(1) If the Carrier is unable to provide a seat to a passenger on their flight and is unable to reroute the passenger via another flight, or if the passenger is entitled to a refund under Rule 75(E) due to a delay, cancellation or denial of boarding, the Carrier will provide a refund as follows:

(a) If no portion of the ticket has been used, the refund will be equal to the fare paid and any applicable taxes or charges.

(b) If a portion of the ticket has been used, the refund will be equal to the amount of the unused fare.

(2) Where Rule 75(E) does not apply, no refund will be available when the Carrier provides alternative transportation accepted by the passenger, including via different routing, unless the alternative transportation is not comparable with the original fare.

(3) Involuntary Refunds will be issued to the original form of payment only. If any portion of the tariff was paid in cash, the Carrier will refund via a bank transfer to the passengers bank account only. The Carrier will pay the refund in the currency that was used in purchasing the original reservation.

(4) In accordance with applicable legislation, and subject to Rule 75(E), the Carrier will refund taxes and fees that have not been transferred to the corresponding collecting entity. If the taxes have been transferred, the passenger may request the reimbursement at their own expense before the government authority and the Carrier will not be responsible for said procedure.

(C) Voluntary Refunds

(1) Eligible circumstances for a voluntary refund include:

- (a) A passenger requests to cancel their reservation for refund within twenty-four (24) hours of making their reservation, if this request is at least seven (7) days before the first Flight in their reservation.
- (b) A passenger purchased additional services and the Carrier has not provided the Service for which the passenger has paid the relevant Service Fee. Refunds will not be made where the service was available, but the passenger did not use the Service.
- (c) Death or, in the discretion of the Carrier, serious illness of a passenger (subject to receipt of official death or medical certification).
- (d) Death of an immediate family member of a passenger (subject to receipt of official death certificate)
- (e) The Carrier is obligated to make a refund under local or international laws and regulations.
- (f) Subject to paragraph (B)(1), a passenger is eligible for a refund pursuant to a Rule under this tariff.
- (g) The Carrier agrees, in its sole discretion, to make a voluntary refund.

(2) Charges and Penalties:

The Carrier will apply a cancellation fee as set out under Rule 130 when requested for reasons not attributable to the Carrier, including errors attributable to the passenger, including but not limited to duplicate reservations.

(3) Voluntary Refunds will be issued to the original form of payment only. If any portion of the Tariff was paid in cash, the Carrier will refund via a bank transfer to the passenger's bank account only. The Carrier will pay the refund in the currency that was used in purchasing the original reservation.

(4) All refunds will be subject to government laws, rules, regulations, or orders of the country in which the reservation was originally made, the country of departure, the country of arrival and of the country in which the refund is being made.

(5) In accordance with applicable legislation, the Carrier will refund taxes and fees that have not been transferred to the corresponding collecting entity. If the taxes have been transferred, the passenger may request the reimbursement at their own expense before the government authority and the Carrier will not be responsible for said procedure.

Rule 115 Interline Baggage Acceptance^A

The Carrier does not accept baggage for interline carriage and therefore the Carrier's baggage rules apply to transportation over its own lines accordingly.

^A Tracked changes applicable to/from the United States annotated throughout the entirety of Rule 115 are effective January 16, 2025 pursuant to Docket OST-97-2050.

Rule 130 Service Fees and Charges^Δ

(A) (applicable for travel to/from Canada) The following services fees and charges apply to the carriage of passengers, baggage and animals.

(1) Advanced selection

Subject to seat selection included with a fare, the following services charges apply to seat selection.

Seat Fees	VIP	Front	Exit	Middle	Standard
Rows	1-2	3-14	15-16	17-23	24-33
Webpage	CAD 108.00	CAD 81.00	CAD 54.00	CAD 33.75	CAD 20.25
Contact Center	CAD 108.00	CAD 81.00	CAD 54.00	CAD 33.75	CAD 20.25
Airport	CAD 121.50	CAD 87.75	CAD 60.75	CAD 40.50	CAD 27.00

(2) Baggage (Rule 85)

Subject to baggage allowances included with a fare, the following services charges apply to baggage. Baggage fees are charged in Canadian (CAD) dollars per direction, depending on point of departure.

Bag Fees	1 st Checked	2 nd Checked	3 rd (or more) Checked	Carry on	Sport Equipment and Musical Instruments as Checked Baggage
During Booking	CAD 43.19	CAD 101.24	CAD 114.74	CAD 59.39	CAD 60.74
Up to 30 days before departure	CAD 56.69	CAD 114.74	CAD 128.24	CAD 72.89	CAD 74.24
Up to 14 days before departure	CAD 70.19	CAD 128.24	CAD 141.74	CAD 86.39	CAD 87.74

^Δ Tracked changes applicable to/from the United States annotated throughout the entirety of Rule 130 are effective January 16, 2025 pursuant to Docket OST-97-2050.

Up to 2 days before departure	CAD 83.69	CAD 141.74	CAD 155.24	CAD 99.89	CAD 101.24
During Check-in	CAD 97.19	CAD 155.24	CAD 168.74	CAD 113.39	CAD 114.74
At Counter	CAD 121.50	CAD 175.50	CAD 195.75	CAD 135.00	CAD 148.50

(3) Travel Assistance (Travel insurance provided by third-party)

The following services charges apply to travel assistance services.

Travel Assistance	Cost
Travel Assistance Round Trip	CAD 18.90
Travel Assistance One Way	CAD 10.80
Pet Travel Assistance	CAD 6.75

(4) Carriage of emotional support animals under Rule 25

The following services charges apply to the carriage of emotional support animals.

From	To	Charge
Any point in Canada	Any point outside Canada	CAD 94.49
Any point outside Canada	Toronto and Montreal	CAD 94.49

(5) Carriage of animals under Rule 90

The following services charges apply to the carriage of animals.

From	To	Charge
Any point in Canada	Any point outside Canada	CAD 94.49
Any point outside Canada	Any point in Canada	CAD 94.49

(6) Cancellation fees under Rule 105

All fares, including fuel surcharges are non-refundable. In the case of voluntary refunds, the fuel surcharge and fare will be considered the penalty. Only other taxes and fees will be refunded. Please refer to section C, paragraph 1 for exceptions.

(7) Name Change fees

There is a CAD 202.50 fee associated to name changes not covered under Rule 65 section H.

(8) Call Center Service Fee

There is a CAD 27 fee associated to reservations or modification of reservations made via our Call Center.

(B) Applicable for all other itineraries (Not to/from Canada)

The following services fees and charges apply to the carriage of passengers, baggage and animals.

(1) Advanced selection

Subject to seat selection included with a fare, the following services charges apply to seat selection.

Seat Fees	VIP	Front	Exit	Middle	Standard
Rows	1-2	3-14	15-16	17-23	24-33
Webpage	USD 108.00	USD 81.00	USD 54.00	USD 33.75	USD 20.25
Contact Center	USD 108.00	USD 81.00	USD 54.00	USD 33.75	USD 20.25
Airport	USD 121.50	USD 87.75	USD 60.75	USD 40.50	USD 27.00

(2) Baggage (Rule 85)

Subject to baggage allowances included with a fare, the following services charges apply to baggage. Baggage fees are charged in United States (USD) dollars per direction, depending on point of departure.

Bag Fees	1st Checked	2nd Checked	3rd (or more) Checked	Carry on	Sport Equipment and Musical Instruments as Checked Baggage

During Booking	USD 24.99	USD 44.99	USD 79.99	USD 39.99	USD 44.99
Up to 30 days before departure	USD 34.99	USD 54.99	USD 89.99	USD 49.99	USD 54.99
Up to 14 days before departure	USD 44.99	USD 64.99	USD 99.99	USD 59.99	USD 64.99
Up to 2 days before departure	USD 54.99	USD 74.99	USD 109.99	USD 69.99	USD 74.99
During Check-in	USD 64.99	USD 84.99	USD 119.99	USD 79.99	USD 84.99
At Counter	USD 80.00	USD 100.00	USD 140.00	USD 100.00	USD 110.00

(3) Travel Assistance (Travel insurance provided by third-party)

The following services charges apply to travel assistance services.

Travel Assistance	Cost
Travel Assistance Round Trip	USD 15.00
Travel Assistance One Way	USD 8.50
Pet Travel Assistance	USD 5.60

(4) Carriage of emotional support animals under Rule 25

The following services charges apply to the carriage of emotional support animals.

From	To	Charge
Any point in United States	Any point outside United States	USD 69.99
Any point outside United States	Any point in United States	USD 69.99

(5) Carriage of animals under Rule 90

The following services charges apply to the carriage of animals.

From	To	Charge
Any point in United States	Any point outside United States	USD 69.99
Any point outside United States	Any point in United States	USD 69.99

(6) Cancellation fees under Rule 105

All fares, including fuel surcharges are non-refundable. In the case of voluntary refunds, the fuel surcharge and fare will be considered the penalty. Only other taxes and fees will be refunded. Please refer to section C, paragraph 1 for exceptions.

(7) Name Change fees

There is a USD 100 fee associated to name changes not covered under Rule 65 section H.

(8) Call Center Service Fee

There is a USD 20 fee associated to new reservations made via our Call Center. The addition of ancillaries and / or modifications will incur a fee of USD 10 minimum plus the cost of the ancillaries selected when made through our Call Center.