



*Binter Canarias*

# Tariff 2018

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# *CTA(A) No. 1*

Tariff Containing Rules Applicable to Scheduled Services  
for the Transportation of Passengers and their Baggage

Between

**Points in Canada**

and

**Points Inside and Outside Canada**

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# Table of Contents

Table of Contents .....	3
Part I – General Tariff Information.....	8
<b>Explanation of Abbreviations, Reference Marks and Symbols.....</b>	<b>8</b>
<b>Rule 1: Definitions .....</b>	<b>9</b>
<b>Rule 5: Application of Tariff .....</b>	<b>14</b>
(A) General .....	14
(B) Gratuitous Carriage.....	15
(C) Passenger Recourse.....	15
<b>Rule 7: Protection of Personal Information .....</b>	<b>16</b>
(A) Accountability .....	16
(B) Identifying Purpose of Collection .....	16
(C) Consent.....	17
<b>(D) Limiting Collection .....</b>	<b>18</b>
<b>(E) Limiting Use, Disclosure and Retention .....</b>	<b>19</b>
(F) Accuracy .....	19
<b>(G) Safeguards .....</b>	<b>19</b>
<b>(H) Openness .....</b>	<b>19</b>
<b>(I) Individual Access .....</b>	<b>19</b>
<b>(J) Challenging Compliance.....</b>	<b>20</b>
Part II – Before Departure .....	22
<b>Rule 10: Application of Fares and Charges.....</b>	<b>22</b>
(A) General .....	22
(B) Fares in Effect .....	22
(C) Currency of Fares .....	22
<b>Rule 15: Taxes.....</b>	<b>23</b>
(A) General .....	23
<b>Rule 20: Methods of Payment.....</b>	<b>24</b>
(A) General .....	24
<b>Rule 25: Currency of Payment.....</b>	<b>25</b>
(A) General .....	25
<b>Rule 30: Classes of Service .....</b>	<b>26</b>
(A) Business Class or Class “C” .....	26
(C) Economy Class or Class “Y” .....	27
<b>Rule 35: Capacity Limitations.....</b>	<b>28</b>
(A) General .....	28

<b>Rule 40: Reservations .....</b>	<b>29</b>
(A) General .....	29
(B) Seat Assignment .....	29
(C) Cancellation of Reservations .....	29
(D) Passenger's Responsibility .....	30
(E) Failure to Occupy Seat .....	30
(F) Check-in Time Limits.....	30
<b>Rule 45: Stopovers .....</b>	<b>32</b>
(A) General .....	32
<b>Rule 50: Routings .....</b>	<b>33</b>
(A) Application.....	33
<b>Rule 54: Interline Baggage Acceptance.....</b>	<b>34</b>
Definitions .....	34
(A) Applicability .....	36
(B) General .....	36
(C) Baggage Rule Determination by Selecting Carrier .....	37
(D) Baggage Rule Application by Participating Carrier.....	37
(E) Disclosure of Baggage Rules.....	37
<b>Rule 55: Baggage Acceptance.....</b>	<b>40</b>
(A) Applicability .....	40
(B) General Conditions of Acceptance of Checked and Unchecked Baggage .....	40
(C) Free Baggage Allowance.....	41
(D) Collection and Delivery of Baggage.....	42
(E) Excess Baggage .....	43
(F) Excess Value Declaration Charge .....	43
(G) Items Unacceptable as Baggage .....	44
(H) Right to Refuse Carriage of Baggage.....	44
(I) Right of Search .....	45
<b>Part III – At the Airport/During Travel .....</b>	<b>47</b>
<b>Rule 60: Acceptance of Children for Travel.....</b>	<b>47</b>
(A) General .....	47
(B) Acceptance of Infants and Children .....	48
(C) Documentation .....	49
(D) Unaccompanied Minors .....	49
<b>Rule 65: Unaccompanied Minors.....</b>	<b>51</b>
(A) General .....	51
(B) Age Restrictions.....	51
(C) Travel Restrictions .....	51
(D) Fares and Charges .....	52
(E) Conditions of Application for Unaccompanied Travel .....	52
(F) Carrier's Limited Responsibility.....	53
<b>Rule 71: Carriage of Persons with Disabilities.....</b>	<b>54</b>
(A) Acceptance for Carriage .....	54
(B) Acceptance of Declaration of Self-Reliance .....	54
(C) Medical Clearance .....	54
(D) Advance Notice .....	55
(E) Seating Restrictions and Assignments .....	55
(F) Acceptance of Aids .....	55

(G)	Manually Operated Wheelchair Access .....	56
(H)	Service Animals .....	56
(I)	Services to be Provided to Persons with Disabilities .....	56
(J)	Boarding and Deplaning .....	57
(K)	Communication and Confirmation of Information .....	57
<b>Rule 75: Acceptance of Animals (Service Animals and Pets).....</b>		<b>58</b>
(A)	General .....	58
(B)	Animals as Checked Baggage.....	59
(C)	Animals in Cabin .....	60
(D)	Service Animals .....	61
<b>Rule 80: Administrative Formalities – Travel Documents, Customs and Security.....</b>		<b>62</b>
(A)	General .....	62
(B)	Travel Documents.....	62
(C)	Fines, Detention Costs.....	62
(D)	Customs and Immigration Inspection.....	63
(E)	Security Inspection.....	63
<b>Rule 85: Ground Transfer Services .....</b>		<b>64</b>
(A)	General .....	64
<b>Rule 90: Schedule Irregularities .....</b>		<b>65</b>
(A)	Applicability .....	65
(B)	General .....	65
(C)	Passenger Options – Re-Rerouting or Refund .....	66
(D)	Right to Care .....	68
<b>Rule 95: Denied Boarding and Overbooking.....</b>		<b>69</b>
(A)	Applicability .....	69
(B)	Request for Volunteers .....	69
(C)	Boarding Priorities.....	70
(D)	Transportation for Passengers Denied Boarding.....	70
(E)	Compensation for Passengers Involuntarily Denied Boarding .....	72
<b>Rule 100: Passenger Rights.....</b>		<b>74</b>
<b>Rule 105: Refusal to Transport.....</b>		<b>75</b>
(A)	Refusal to Transport – Removal of Passenger.....	75
(B)	Passenger’s Conduct – Refusal to Transport – Prohibited Conduct and Sanctions .....	77
(C)	Recourse of the Passenger/Limitation of Liability.....	79
<b>Rule 110: Passenger Expenses En Route .....</b>		<b>80</b>
(A)	General .....	80
<b>Rule 115: Tickets.....</b>		<b>81</b>
(A)	General .....	81
(B)	Validity for Carriage.....	81
(C)	Extension of Ticket Validity .....	82
(D)	Waiver Minimum/Maximum Stay Provision .....	83
(E)	Upgrading (Changing from a Lower to a Higher Fare Ticket).....	84
(F)	Coupon Sequence .....	84
(G)	Open Tickets .....	84
(H)	Non-transferability .....	85
(I)	Prohibited Practices .....	85
(J)	Invalidated Tickets .....	85

<b>Part IV – After Travel</b> .....	<b>87</b>
<b>Rule 121: Limitations of Liability</b> .....	<b>87</b>
(A) Successive Carriers .....	87
Transportation to be performed under one ticket or under a ticket issued with any conjunction ticket by several successive carriers will be regarded as single operation.....	87
(B) Laws and Provisions Applicable .....	87
(C) Time Limitations on Claims and Actions .....	91
(D) Notices .....	91
(E) Overriding Law .....	92
(F) Modification and Waiver.....	92
(G) Gratuitous Transportation .....	92
<b>Rule 125: Refunds</b> .....	<b>93</b>
(A) General .....	93
(B) Involuntary Refunds .....	93
(C) Voluntary Refunds.....	94
(D) Time Limit for Requesting a Refund .....	95
(E) Refunds in the Case of Death.....	95
(F) Jury Duty .....	96
(G) Refusal to Refund .....	96

*Part I*



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# General Tariff Information

## Part I – General Tariff Information

### Explanation of Abbreviations, Reference Marks and Symbols

\$	Dollar(s)
(C)	Denotes Change which results in neither increases or decreases
(I)	Denotes Increase
(N)	Denotes Addition
(R)	Denotes Reduction
(X)	Denotes Cancellation
CAB	Civil Aeronautics Board of the United States (Department of Transportation)
CAD	Canadian Dollar(s)
CTA	Canadian Transportation Agency
EU	European Union
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
N/A	Not Applicable
No	Number
SDR	Special Drawing Rights
USD	United States Dollar(s)



## Rule 1: Definitions

“**Affected Flight**” means the flight involved in a schedule irregularity.

“**Alternate Transportation**” means another flight (or flights) on the services of the same carrier or a flight (or flights) on the services of another carrier.

“**Baggage**” means any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

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

“**Bankers’ Buying Rate of Exchange or Bankers’ Selling Rate of Exchange**” means:

- In Canada, the unit rate published in the Toronto *Globe and Mail* Friday edition each week, as the foreign exchange mid market rate in Canadian funds. When a national holiday falls on Friday, the rates quoted on the previous business day will be used. These rates will be applicable from Monday of the following week up to and including the following Sunday.
- In the United States, the rate published each Tuesday in the *Wall Street Journal* under the heading Foreign Exchange. This rate will be applicable from Wednesday of each week up to and including the Tuesday of the following week. When a national holiday falls on a Monday, foreign exchange rates do not appear in the Tuesday edition of the *Wall Street Journal*. In such exceptional cases, the previous week’s rates are used through Wednesday instead of Tuesday, and the Wednesday edition of the *Wall Street Journal* will be used for the period Thursday through Tuesday of the following week.
- In other countries, the rate at which a bank will purchase a given amount of foreign currency in exchange for one unit or units of the national currency of the country in which the exchange transaction takes place for the purpose of the transfer of funds through banking channels i.e., other than transactions in bank notes, travellers checks, and similar banking instruments.

“**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.

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

“**Carrier**” means: **BINTER CANARIAS, SA**

“**Checked Baggage**” means baggage of which the carrier takes sole custody and for which the carrier issues a baggage identification 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.

“**Circle Trip**” means any trip conducted in a continuous and circuitous route where the point of origin is also the ultimate destination but is not a round trip because it involves more than one stopover.

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

“**Comparable Air Transportation**” is similar transportation provided by the carrier at no extra cost to the passenger in lieu of the passenger’s original flight reservations.

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

“**Conjunction Ticket**” means a ticket issued to a passenger concurrently with another ticket(s) which together constitute a single contract of carriage.

“**Destination**” means the ultimate stopping place according to the contract of carriage, as shown on the ticket. In round trip itineraries, the destination and the origin are the same.

“**Domestic Transportation**” means air transportation between points in Canada, from and to the same point in Canada or between Canada and a point outside Canada that is not in the territory of another country.

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

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

“**Force Majeure**” means any unforeseeable circumstances beyond the carrier’s control, the consequences of which could not have been avoided even if all due care had been

exercised including, but without limitation, meteorological and geological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported.

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

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

**“Involuntary Refunds”** means a refund of an unused ticket or portion thereof or an unused miscellaneous charges order required as a result of the carrier cancelling a flight, failing to operate a flight according to schedule, failing to stop at a point to which the passenger is destined or is ticketed to stop over, or causing the passenger to miss a connecting flight, being unable to provide previously confirmed space, substituting a different type of equipment or class of service or where, because of safety or legal requirements or the condition or conduct of the passenger, carriage is refused.

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

**“Minor”** means a person who has not reached his/her **12th** birthday on the date that travel commences.

**“Miscellaneous Charges Order (MCO)”** is a document which may be used as a future travel voucher valid for 1 year from the date of issuance. This document may also, for instance, be issued for residual value of a ticket, collection of miscellaneous charges, refundable balances or compensation provided in the case of a denied boarding situation.

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

**“Open Jaw Trip”** means any trip comprising of two separate fare components with a surface break.

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

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

**“Overbooking/Oversold”** is the result of selling more seats than the available number of seats on a flight.

**“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”** includes any person who, by virtue of a locomotor, sensory, intellectual, or other impairment, or a mental health condition, requires services or assistance beyond those normally offered by the carrier to meet their disability-related needs.

**“Personal information”** means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.

**“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.

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

**“Schedule Irregularities”** means the following:

- a) Delays in the scheduled departure or arrival of the carrier’s flight resulting in the passenger missing his/her onward connecting flight(s) or any other delay or interruption in the scheduled operation of the carrier’s flight, or;
- b) Cancellation of flight, or omission of a scheduled stop, or;
- c) Substitution of aircraft or of a different class of service, or;
- d) Schedule changes which require rerouting of a passenger at departure time of his or her original flight.

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

**“Special Drawing Rights (SDR)”** is a unit of account of the International Monetary Fund.

**“Special Fare”** means any fare other than a Normal Fare.

**“Stopover”** is a deliberate interruption of a journey initiated by the passenger and agreed to in advance by the carrier at a point between the place of departure and the

place of destination. The deliberate interruption must be for a purpose other than changing aircraft.

“**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.

“**Ticket**” means either a paper or electronic document issued by or on behalf of the carrier which includes the passenger’s flight coupons. The ticket serves as evidence of payment of air fare and constitutes for the passenger proof of their contract of carriage. It also has detailed information to ensure proper processing and handling. In instances where a ticket exists as an electronic document, the carrier issues to the passenger, as proof of purchase, an itinerary/receipt.

“**Traffic**” means any persons or goods that are transported by air.

“**Transfer Point**” means any point at which the passenger transfers between aircraft.

“**Unchecked Baggage**” means any baggage (carry-on) accompanying the passenger other than checked baggage.

“**United States of America**” or the “**United States**” or the “**U.S.A.**” means the area comprising the 48 contiguous Federated States, The Federal District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, Midway and Wake Islands.

“**Voluntary Refunds**” means a refund of an unused or partially used ticket or an unused miscellaneous charges order (MCO) for reasons other than those mentioned under the definition of an involuntary refund.

“**Voucher**” means a monetary credit provided either in paper or electronic format to a passenger that may be used toward future travel services or the provision of incidental services such as meals, ground transportation, and hotel accommodation.

## Rule 5: Application of Tariff

### (A) General

1. This Tariff is applicable to the transportation of passengers and their accompanying baggage using aircraft operated by **SATA- AZORES AIRLINES**
2. With the approval of the Agency, the carrier may enter into code-share agreements with other air carriers whereby it will market, as its own, flights operated by those other carriers. In such cases, this tariff is applicable to the transportation of passengers and their baggage on all flights operated by other carriers yet marketed and sold as **BINTER CANARIAS, SA.**
3. **Applicable to transportation originating in Canada and the U.S.A.:**

- (a) Air transportation will be subject to the rules, rates, fares and charges published or referred to in this tariff in effect on the date which the ticket is issued,

**For travel other than that originating in Canada or the U.S.A.:**

- (b) Air transportation will be subject to the rules, rates, fares and charges published or referred to in this tariff in effect on the date of commencement of the carriage as indicated for the first flight segment of a ticket.
4. Unless the fare rule governing a specific fare basis code applicable to the transportation purchased by the passenger states otherwise, the general rules contained in this tariff will apply.
5. The content of this tariff constitutes the contract between the carrier and the passenger. Should there be a conflict between this tariff and any other document issued or posted by the carrier, this tariff will prevail.
6. No agent, employee or representative of the carrier has the authority to alter, modify or waive any provisions of this tariff.
7. The carrier's rules, regulations and conditions of carriage as found in this tariff are subject to change without notice only when required by applicable laws, government regulations, orders and requirements.
8. The carrier will be responsible for the furnishing of transportation only over its own services, including those services offered via code-share arrangements where the flight is operated by another carrier. However, when the carrier issues a ticket, baggage check, or make any other arrangements for transportation over the services of any other carrier (whether or not such transportation is part of a through service), the carrier acts only as agent for such other carrier and the tariff

of that other carrier will apply. **BINTER CANARIAS, SA** will assume no responsibility for the acts or omissions of such other carrier.

9. International transportation will be subject to the rules relating to liability established by, and to all other provisions of the Convention. 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 Convention will, to that extent, be inapplicable to international transportation.

## **(B) Gratuitous Carriage**

Except for the provisions of the Convention, the carrier reserves the right to exclude the application of all or any part of this tariff with respect to gratuitous carriage as stated in this tariff.

## **(C) Passenger Recourse**

Any compensation offered to passengers is found in this tariff and is subject to applicable government regulations.

In the case of dispute with the air carrier, passengers should, as the first recourse, try to resolve any problem by dealing directly with the carrier. If the passenger has attempted to resolve a complaint with the carrier and is still not satisfied, the passenger may take the matter to either the Canadian Transportation Agency or the appropriate court, as the passenger prefers.



## Rule 7: Protection of Personal Information

### (A) Accountability

The carrier is responsible for personal information under its control.

The carrier uses contractual means to ensure that the passenger's personal information is afforded protection whenever a third party service provider is used to perform services on the carrier's behalf, including, without limitation, services relating to information technology, data processing and storage, research, marketing, conducting surveys and customer relations. In some cases, these third party service providers may be located outside Canada and may be required to disclose information to government authorities in those countries.

Should the passenger have any questions regarding the carrier's policy with respect to the protection of personal information or concerns with respect to the carrier's handling of personal information, the carrier may be contacted at: [lopd@bintercanarias.com](mailto:lopd@bintercanarias.com)

### (B) Identifying Purpose of Collection

When a passenger purchases an airline ticket or makes a flight booking, or when a third party does so on the passenger's behalf, the carrier will require that certain personal information related to the passenger be provided to complete the transaction. This may include the passenger's name, gender, address, e-mail address, telephone number, and information related to the passenger's form of payment. This information is required to identify the passenger, in order to contact the passenger, and to complete the purchasing process.

#### **Information required by Government Authorities**

There may be situations in which a carrier is required by government authorities to collect, use or disclose personal information about a passenger, without the passenger's knowledge or consent. Information that carriers are required to collect by government authorities, as a result of the passenger's boarding location and destination, may include: the passenger's full name; date of birth; citizenship; gender; passport number and country of issuance; visa number; permanent resident card number; the means by which the passenger paid for his or her flight; details as to how it was booked; and any other personal information collected by the carrier as set out in this policy or as required by such government authority.

#### **Information collected for Additional Services or Marketing and Related Purposes**

When a carrier is requested to provide additional services, for example, the provision of special meals, oxygen or stretcher services, accommodation for passengers with



disabilities or to oversee the travel of unaccompanied minors, etc. the carrier may collect additional personal information not otherwise required.

Personal information collected from passengers may also be used for marketing and related purposes.

Passengers can opt-out of the potential uses of his or her personal information for marketing and related purposes sending an email to: [lopd@bintercanarias.com](mailto:lopd@bintercanarias.com) Passengers must provide their full name and a copy of a document proving their identity (eg ID card or passport).

## (C) Consent

The carrier will collect, use and disclose personal information about the passenger with the passenger's knowledge and consent, unless otherwise required or allowed by law. Prior to collecting personal information, the carrier will identify the purposes for doing so and limit the collection, use and disclosure of personal information to those purposes.

Generally, the carrier will collect personal information from the passenger, and use it and disclose it with consent received from the passenger or from someone on the passenger's behalf.

If the carrier identifies a new purpose for using or disclosing the passenger's personal information, unless otherwise required by law, the carrier will contact the passenger to obtain his or her consent for the new use or disclosure and the carrier may use the passenger's contact information, including the passenger's e-mail address, to do so.

Passengers can give consent in many ways. For example:

- (a) an application form may be used to seek consent, collect information, and inform the passenger of the use that will be made of the information. By completing and signing the form, the passenger is giving consent to the collection and the specified uses of the information;
- (b) a checkoff box may be used to allow the passenger to request that their name and address not be given to third parties. A passenger who does not check the box is assumed to consent to the transfer of their information to third parties;
- (c) consent to the carrier may be given orally when information is collected over the telephone; or
- (d) consent to the carrier may be given at the time that passengers use a product or service.

There may be certain circumstances where personal information can be collected, used, or disclosed without the knowledge and consent of the passenger. For example, legal, medical, or security reasons may make it impossible or impractical to seek consent. When information is being collected for the detection and prevention of fraud or for law

enforcement, seeking the consent of the passenger might defeat the purpose of collecting the information. Seeking consent may be impossible or inappropriate when the passenger is a minor, seriously ill, or has a mental health condition.

### **Withdrawal of Consent**

A passenger may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice. The carrier will inform the passenger of the implications of such withdrawal.

### **Third Party Bookings and Changes to Bookings**

If a third party, including a family member, friend, or work colleague, seeks to make a booking on a passenger's behalf, that third party may be asked to provide the carrier with the same personal information that the carrier would normally collect from the passenger directly in order to complete the transaction. Unless and until the carrier is advised otherwise, the carrier considers that such a third party has the passenger's consent and authorization to provide the carrier with the passenger's personal information and make bookings (and changes thereto) on the passenger's behalf in accordance with the carrier's privacy policy set out in this tariff. Please note that the collection, use and disclosure of the passenger's personal information by a third party is subject to the passenger's dealings with the third party and any applicable privacy policies and practices the third party may have.

If a third party who has booked the passenger's current flight or other travel service or who otherwise has the passenger's full name and booking reference, contacts the carrier and seeks information on the passenger's booking or wishes to make changes to it, the carrier will disclose the passenger's booking information. The carrier will also allow such third party to make changes to the passenger's booking as the carrier will conclude that the passenger has given the third party his or her consent to do so. If the passenger does not want a third party to be able to obtain information on or make changes to the passenger's booking, the passenger should not share the passenger's booking reference with the third party.

## **(D) Limiting Collection**

The carrier will limit the collection of personal information to that which is necessary to fulfill the purposes for which it was identified by the carrier.

Passengers who do not wish to be contacted about special offers or for marketing, research, and survey purposes or any other reason not directly linked to the provision of purchased services on a specific flight, should advise the carrier of their preference at the time of booking.

## **(E) Limiting Use, Disclosure and Retention**

The knowledge and consent of the passenger are required for the collection, use, or disclosure of personal information. If the carrier uses personal information for a new purpose, the carrier must document it, inform the passenger and obtain the passenger's consent once again.

The carrier will not use or disclose the passenger's personal information for purposes other than those for which it was collected without the passenger's consent or as required by law. The passenger should understand that all carriers are required by security laws in several countries to give border control agencies access to passenger data. Accordingly, any information the carrier holds about a passenger and his or her travel arrangements may be disclosed to the appropriate authorities of any country on the passenger's itinerary.

Passenger information is retained for as long as necessary to fulfill the purposes for which it was collected or as required by law. Afterward, the information is destroyed, erased or made anonymous.

## **(F) Accuracy**

Personal information will be as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used.

The carrier will provide the means to ensure that a passenger can update his/her personal information when necessary to do so.

## **(G) Safeguards**

Personal information will be protected by the carrier through security safeguards appropriate to the sensitivity of the information.

## **(H) Openness**

The carrier will make readily available to a passenger specific information about its policies and practices relating to the management of personal information.

## **(I) Individual Access**

Upon request, a passenger will be informed of the existence, use and disclosure of his or her personal information and will be given access to that information. The passenger will be able to challenge the accuracy and completeness of the information and have it amended as appropriate. Any request must be submitted via the following contact:

[lopd@bintercanarias.com](mailto:lopd@bintercanarias.com) Passengers must provide their full name and a copy of a document proving their identity (eg ID card or passport).

All requests will require no more than 30 days to process.

## **(J) Challenging Compliance**

A passenger will be able to inquire or complain to the carrier about its compliance with its practices relating to the management of personal information. Inquiries or complaints may be sent to the designated individual(s) accountable for the carrier's compliance at the following address:

<https://www.bintercanarias.com/eng/contact>

For any further clarifications or questions, please contact the company at the following e-mail address: [lopd@bintercanarias.com](mailto:lopd@bintercanarias.com)

## *Part II*



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## **Before Departure**

## Part II – Before Departure

### Rule 10: Application of Fares and Charges

#### (A) General

Applicable fares are those published by or on behalf of the carrier or, if not published, constructed in accordance with the carrier's tariff.

Fares and charges will apply only to air transportation between the points named on the ticket. Ground transfer services, unless otherwise specified in Rule 85, Ground Transfer Services, will be arranged by the passenger and at his/her own expense and are not subject to the terms of this tariff.

Fares, rates and charges are filed through the Airline Tariff Publishing Company (ATPCO) in Tariff NT-1 NTA (A)No. 567

#### (B) Fares in Effect

1. Subject to government requirements and this tariff:

- (a) **Applicable to transportation which originates in Canada or which originates outside Canada for travel between Canada and outside Canada:**

As a standard, once the payment has been made, the fare will not suffer any increase for the date, flight and service class purchased.

Any modification in the fare due to legal or tax changes will be subject to additional payment or refund

#### (C) Currency of Fares

1. All fares and charges are stated in Canadian dollars for travel commencing in Canada.
2. All fares and charges, for travel commencing outside Canada or the United States, are stated in the local currency of the country where travel commences or in EUR, except to the extent that IATA rules provide for the establishment of fares in another currency.

## Rule 15: Taxes

### (A) General

1. Taxes imposed by governments are payable by the passenger and are in addition to the published or constructed fare.
2. At the time of the ticket purchase, the passenger will be advised by the carrier of all the taxes appearing on the ticket.
3. Taxes will be shown separately on the ticket.
4. The conditions under which taxes are imposed, collected or refunded are established by the taxing authority (domestic or foreign) and in all cases will be respected. As a result, the carrier will either collect new or higher amounts or refund all or a portion of the tax paid based on the conditions imposed by the taxing authority.

## Rule 20: Methods of Payment

### (A) General

The following is a list of payment options accepted by the carrier for the payment of tickets and services offered by the carrier:

1. Cash in currencies acceptable to the carrier
2. Credit card VI and CA
3. Bank debit card, where facilities permit
4. Redeemable travel points or travel miles.



## Rule 25: Currency of Payment

### (A) General

1. Currency provisions are subject to government regulations and applicable foreign exchange regulations.
2. When travel commences in Canada, payment for tickets will be in Canadian dollars at the Canadian dollar fare.
3. When travel originates outside Canada but payment is made in Canada, the published fare in anything other than Canadian dollars will be converted to Canadian currency at the Bankers' Buying Rate of Exchange.
4. When travel originates outside Canada/United States and payment is not made in Canada, the published fare will be in Euros (EUR).

## Rule 30: Classes of Service

### (A) Business Class or Class “C”

1. The Business Class section will be located in the area of the aircraft designated by the carrier as Business Class.
2. Separate check-in facilities will be provided for passengers in Business Class seating where such facilities exist.
3. Passengers seated in the Business Class section will be provided Business Class service.
4. Business Class services will consist of: free welcome drink, meal and spirits onboard in all flights times as well complimentary bar service with juice, coffee, tea, water, wine and beer. Pillow, blanket, amenity kit, as well movies and music through wireless on the passengers own devices.

## **(C) Economy Class or Class “Y”**

1. The Economy Class/Tourist Class section will be located in the area of the aircraft designated by the carrier as Economy Class.
2. Passengers seated in the Economy Class section will be provided Economy Class service.
3. Economy Class services will consist of: free meal onboard in all flights times as well complimentary bar service with juice, coffee, tea, water, wine and beer. Pillow, blanket and as well movies and music through wireless on the passengers own devices.

## Rule 35: Capacity Limitations

### (A) General

1. A reservation for space on a given flight is valid only when the availability and allocation of that space is confirmed by the carrier and the passenger has paid the appropriate fare and a ticket has been issued for that space.
2. On any given flight, the carrier may limit the number of passengers carried at any given fare. All fares will not necessarily be available on all flights. The number of seats which the carrier shall make available on a given flight will be determined by the carrier's best judgment as to the anticipated total number of passengers on each flight.

## Rule 40: Reservations

**Note:** In the case of code-share, the rules applicable to a passenger's transportation, and that of their baggage, are those of the carrier identified on the passenger's ticket and not of the carrier operating the flight.

### (A) General

1. A reservation for space on a given flight is valid when the availability and allocation of the space is entered into the carrier's reservation system and a confirmation number/code is obtained which authenticates the reservation.
2. The carrier will only issue a ticket against a valid reservation. Subject to payment or other satisfactory arrangement and passenger compliance with the check-in time limits set out in paragraph (F) 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. A passenger who is holding an unused open-date ticket or a portion of that ticket or an MCO for onward travel, or who wishes to change his or her their reservation for another date, will not be entitled to any preferential right to secure a new reservation.

### (B) Seat Assignment

1. The carrier does not guarantee the assignment of any particular space on the aircraft.

#### Advance seat selection

2. If technically viable, the passenger may pre-select a seat when booking a fare. Seat selection is free of charge

### (C) Cancellation of Reservations

The carrier will cancel reservations of any passenger:

1. To comply with any government regulations; or,
2. To comply with any government request for emergency transportation; or,
3. Due to force majeure, or
4. When the passenger has failed to meet check-in requirements set out in paragraph (F) below.

If a carrier does cancel a passenger's reservation due to (C)1., 2. or 3. the passenger may take advantage of the provisions found in Rule 100, Passenger Rights (Per Flight Rights Canada).

## (D) Passenger's Responsibility

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 in (F) below. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements. The carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision.

## (E) Failure to Occupy Seat

If the passenger does not occupy space which has been reserved by/for him/her and the carrier is not notified of the cancellation of such reservation up to and until the scheduled departure of that particular flight, the carrier will cancel all continuing or return reservations held by the passenger and will not be liable for doing so other than to refund the passenger's ticket in accordance with the applicable fare rule and Rule 125(C), Voluntary Refunds.

## (F) Check-in Time Limits

Travel	Recommended check-in time*	Check-in/baggage drop-off deadline**	Boarding gate deadline***
International	150 minutes	60 minutes	60 minutes

**Note:** In the case of code-share, passengers are advised that the reservations rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.

Note: If certain circumstances require a passenger to check-in or present themselves at the boarding gate earlier than the above deadlines, carriers should set out such circumstances and the related deadlines (e.g. to reflect additional time that might be needed to prepare and board a person with a disabilities' power wheelchair at certain airports).

**\*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. e.g. if the passenger's flight from Paris leaves at 4:00 pm, the carrier recommends that the passenger check in at 2:30 pm (150 minutes before the flight).

**\*\*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. e.g. if the passenger's flight to a U.S. city leaves at 7:00 a.m., the passenger is required to have checked in and checked all baggage with carrier by 6:00 a.m. (60 minutes before their flight).

**\*\*\*Boarding gate deadline:** The passenger must be available for boarding at the boarding gate by the boarding gate deadline, e.g. if the passenger's flight from Toronto to Ponta Delgada leaves at 11:00 a.m., the passenger must be at the boarding gate no later than 10:00 a.m. (i.e., 60 minutes before their flight).

If the passenger fails to meet the time limits specified in the above chart, the carrier may reassign any pre-reserved seat and/or cancel the reservation of the passenger and the carrier may not be able to transport the passenger's baggage. The carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision.

**Note:** It is recommended that the passenger provide the carrier with a point of contact (e-mail address and/or telephone numbers) in case the carrier must communicate with the passenger prior to his/her departure or at any point during the passenger's itinerary. A carrier has an obligation to make a reasonable effort to inform its passengers of any delays or schedule changes. (See Rule 90(B)4.)

## Rule 45: Stopovers

### (A) General

Stopovers will be permitted under the following conditions:

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



## Rule 50: Routings

### (A) Application

1. A routing is applicable only to the fares which are specifically associated with it.
2. A routing may be travelled via any or all of the cities named in the routing diagram, unless otherwise restricted.
3. All or part of the applicable routing may result in non-stop travel.
4. An intermediate point(s) specified along the routing may be omitted.
5. All routings are applicable in either direction, unless otherwise restricted.
6. For those routings permitting choice of carrier for carriage between the same points, only one of those carriers may be used.
7. Where no carrier is indicated between two points, travel is limited to Binter Canarias.
8. If more than one routing is applicable via the same fare, the passenger, prior to the issuance of the ticket, may specify the routing. If no routing is specified by the passenger, the carrier will determine the routing.

## Rule 54: Interline Baggage Acceptance

### Definitions

#### "Airline Designator Code"

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

#### "Baggage Rules"

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

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

#### "Down Line Carrier"

any carrier, other than the selecting carrier, who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

#### "Interline agreement"

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

**"Interline itinerary"**

all flights reflected on a single ticket involving multiple air carriers. Only travel on a single ticket is subject to the Agency's approach provided the origin or the ultimate ticketed destination is a point in Canada.

**"Interline travel"**

travel involving multiple air carriers listed on a single ticket that is purchased via a single transaction.

**"Marketing Carrier"**

the carrier that sells flights under its code.

**"Most Significant Carrier (MSC)"**

is determined by a methodology, established by IATA (Resolution 302), which establishes, for each portion of a passenger's itinerary where baggage is checked through to a new stopover point, which carrier will be performing the most significant part of the service. For travelers under the Resolution 302 system, the baggage rules of the MSC will apply. For complex itineraries involving multiple checked baggage points, there may be more than one MSC, resulting in the application of differing baggage rules through an itinerary.

**"Most Significant Carrier (MSC) – IATA Resolution 302 as conditioned by the Agency"**

in this instance, the MSC is determined by applying IATA Resolution 302 methodology as conditioned by the Agency. The Agency's reservation has stipulated that only a single set of baggage rules may apply to any given interline itinerary. The aim of the Agency's reservation is to allow the selecting carrier to use the MSC methodology to determine which carrier's baggage rules apply to an international interline itinerary to or from Canada, while reinforcing the role of tariffs in the determination of which carrier's rules apply.

**"Operating Carrier"**

the carrier that operates the actual flight.

**"Participating Carrier(s)"**

includes both the selecting carrier and down line carriers who have been identified as providing interline transportation to the passenger by virtue of the passenger's ticket.

**"Selected Carrier"**

the carrier whose baggage rules apply to the entire interline itinerary.

**"Selecting Carrier"**

the carrier whose designator code is identified on the first flight segment of the passenger's ticket at the beginning of an interline itinerary issued on a single ticket whose origin or ultimate destination is in Canada.

**"Single ticket"**

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

**"Summary page at the end of an online purchase"**

a page on a carrier's Web site which summarizes the details of a ticket purchase transaction just after the passenger has agreed to purchase the ticket from the carrier and has provided a form of payment.

**"Ultimate ticketed destination"**

In situations where a passenger's origin is a non-Canadian point and the itinerary includes at least one stop in Canada, as well as at least one stop outside of Canada. If the stop in Canada is the farthest checked point and the stop is more than 24 hours, the Agency would consider the ultimate ticketed destination to be Canada.

## (A) Applicability

This rule is applicable to all interline itineraries issued on a single ticket whose origin or ultimate ticketed destination is in Canada.

It establishes how the carrier will determine which carrier's baggage rules apply to any passenger's entire interline itinerary.

## (B) General

For the purposes of interline baggage acceptance:

- i. the carrier whose designator code is identified on the first segment of the passenger's interline ticket will be known as the selecting carrier.
- ii. any carrier who is identified as providing interline transportation to the passenger by virtue of the passenger's ticket will be known as a participating carrier.

## (C) Baggage Rule Determination by Selecting Carrier

### Checked Baggage

The selecting carrier will:

- a) Select and apply its own baggage rules as set out in its tariff to the entire interline itinerary.

OR

- b) Select the Most Significant Marketing Carrier, as determined by IATA Resolution 302 and conditioned by the Canadian Transportation Agency, in order for that carrier's baggage rules, as established in its tariff, to apply to the entire interline itinerary.

The carrier identified by means of a) or b) will be known as the selected carrier.

### Carry-On Baggage

Most restrictive carrier's carry-on baggage allowances will apply to each flight segment in an interline itinerary. Notwithstanding, the carry-on baggage charges that will apply to the entire interline itinerary will be those of the selected carrier.

## (D) Baggage Rule Application by Participating Carrier

Where the carrier is not the selected carrier on an interline itinerary but is a participating carrier that is providing transportation to the passenger based on the ticket issued, the carrier will apply as its own the baggage rules of the selected carrier throughout the interline itinerary.

## (E) Disclosure of Baggage Rules

### Summary Page at the end of an Online Purchase and E-Ticket Disclosure

1. For baggage rules provisions related to a passenger's 1<sup>st</sup> and 2<sup>nd</sup> checked bag and the passenger's carry-on baggage (i.e., the passenger's "standard" baggage allowance), when the carrier sells and issues a ticket for an interline itinerary, it will disclose to the passenger on any summary page at the end of an online purchase and on the passenger's itinerary/receipt and e-ticket at the time of ticketing the baggage information relevant to the passenger itinerary as set out in paragraph 2. below. The disclosed information will reflect the baggage rules of the selected carrier.

2. The carrier will disclose the following information:
  - a) name of the carrier whose baggage rules apply;
  - b) passenger's free baggage allowance and/or applicable fees;
  - c) size and weight limits of the bags, if applicable;
  - d) terms or conditions that would alter or impact a passenger's standard baggage allowances and charges (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card);
  - e) existence of any embargoes that may be applicable to the passenger's itinerary; and,
  - f) application of baggage allowances and charges (i.e., whether they are applied once per direction or if they are applicable at each stopover point).
  
3. The carrier will provide this information in text format on the passenger's e-ticket confirmation. Any fee information provided for carry-on bags and the first and second checked bag will be expressed as specific charges (i.e., not a range).

### **Web site Disclosure**

The carrier will disclose on its Web site, in a convenient and prominent location, a complete and comprehensive summary of all of the carrier's own baggage rules, including information concerning:

- a) The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
- b) The number of checked and unchecked passenger bags that can be transported and the applicable charges;
- c) Excess and oversized baggage charges;
- d) Charges related to check in, collection and delivery of checked baggage;
- e) Acceptance and charges related to special items, e.g. surf boards, pets, bicycles, etc.;
- f) Baggage provisions related to prohibited or unacceptable items, including embargoes;

- g) Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check in, pre-purchasing baggage allowances with a particular credit card);and,
- h) Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges, etc.

## Rule 55: Baggage Acceptance

### (A) Applicability

This rule applies to intraline (online) transportation of baggage and interline transportation of baggage where the carrier is selected to apply its own baggage rules to an entire interline itinerary.

### (B) General Conditions of Acceptance of Checked and Unchecked Baggage

The carrier will accept for transportation as baggage, any good that is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip, subject to the following:

#### 1. Checked Baggage

- a) Once the carrier takes possession of the passenger's checked baggage, the carrier will issue a baggage identification tag for each piece of checked baggage. A portion of this tag will be provided to the passenger and each bag will be affixed with the corresponding remaining portion of the tag.
- b) Checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed or the carrier decides that it is impractical to carry the baggage on the same aircraft. In case of delay, the carrier will take necessary steps to inform the passenger on the status of the baggage, ensure the passenger has their incidentals covered or an overnight kit is provided as practicable and arrange to deliver the baggage to the passenger as soon as possible unless applicable laws require the presence of the passenger for customs clearance.

**Note:** This provision does not apply to aids for persons with disabilities.

*See Rule 71(F)*

#### 2. Unchecked Baggage (Carry-on baggage)

- a) Unchecked baggage must be within the carrier's size and weight limits to be taken onboard the aircraft.
- b) Unchecked baggage must fit under the seat located in front of the passenger or in the enclosed storage compartment in the passenger cabin of the aircraft.

Note: This provision does not apply to aids for persons with disabilities.



See Rule 71(F).

- c) Objects which are not suitable for carriage as checked baggage (e.g. delicate musical instruments) will only be accepted for transportation in the passenger cabin of the aircraft if advance notice is given to the carrier and the carrier agrees to carry the object. The passenger will pay an additional charge for the transportation of these objects. Passengers should contact the carrier or review its Web site for more information about which objects are not suitable for carriage as checked baggage and will only be accepted for transportation in the passenger cabin of the aircraft upon prior agreement with the carrier.

## (C) Free Baggage Allowance

The passenger is entitled to carry free of charge checked and unchecked baggage as specified and subject to the conditions and limitations set out in the charts below:

### Checked baggage

Type of Service	Maximum Number of Bags Permitted	Weight Per Bag	Dimension Per Bag
Business Class	2	32 Kg.	
Full Fare Economy Class	2	23 Kg.	
Special or Discounted Fares seated in Economy Class section of the aircraft	1	23 Kg.	

**Note:** In the case of code-share, passengers are advised that the baggage rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.

### Unchecked baggage (carry-on baggage)

Type of Service	Maximum Number of Bags Permitted	Weight Per Bag	Dimension Per Bag
Business Class	2	20 Kg.	56x45x25 cm
Full Fare Economy Class	1	8 Kg.	55x40x20 cm
Special or Discounted Fares seated in Economy Class section of the aircraft	1	8 Kg.	55x40x20 cm

- a) If a passenger exceeds the maximum number of bags permitted and/or the maximum weight allowed for each bag or the maximum dimensions permitted for each checked or carried on bag, the passenger will be subject to the excess baggage charges set out in the chart in paragraph (E).

**Note:** This provision does not apply to aids for persons with disabilities.  
(See Rule 71(F))

- b) The passenger's name and point of contact must appear on the baggage. It is recommended that the name and point of contact also be included inside the baggage.

## (D) Collection and Delivery of Baggage

1. The passenger has the right to retrieve his or her baggage without delay.
2. Only the passenger who was given a baggage identification tag when the carrier took possession of the baggage is entitled to accept delivery of the baggage.
3. If the passenger claiming the checked baggage is unable to produce his/her portion of the baggage identification tag and identify the baggage by means of its baggage identification tag, the carrier must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.

4. Acceptance of the baggage without complaint, within the time limits stipulated in Rule 125(D), by the passenger in possession of the baggage identification tag is evidence that the carrier delivered the baggage in good condition and in accordance with this tariff.

## (E) Excess Baggage

Baggage in excess of the free baggage allowance will be accepted by the carrier upon payment of the applicable charge. The charge for the excess baggage is payable prior to departure at the point of check-in.

**Note:** This provision does not apply to aids for persons with disabilities. (See Rule 71(F))

### Excess Baggage

Type of Service	Overweight/ Oversize	Charge Per Piece
Business Class	150CAD/100EUR	230CAD/150EUR
Full Fare Economy Class	150CAD/100EUR	230CAD/150EUR
Special or Discounted Fares in Economy Class	150CAD/100EUR	230CAD/150EUR

**Note:** In the case of code-share, passengers are advised that the baggage rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.

## (F) Excess Value Declaration Charge

The passenger may declare a value in excess of the applicable liability limits for the checked baggage and pay any excess value charges to the carrier prior to departure at the point of check-in at the rate 400€/600CAD per unit of excess valuation to a maximum of 2.000 €/3000CAD of excess valuation.

**Note:** This provision does not apply to aids for persons with disabilities.

(See Rule 71(F))

## (G) Items Unacceptable as Baggage

The following items are unacceptable as baggage and will not be transported by the carrier:

1. Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
2. Items which are likely to endanger the aircraft or persons or property on board the aircraft. These unacceptable items are specified in the International Civil Aviation Organization (ICAO) *Technical Instructions for the Safe Transport of Dangerous Goods by Air* and the International Air Transport Association (IATA) *Dangerous Goods Regulations*.
3. Items, which in the carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.
4. Live animals except as provided in Rule 75, Acceptance of Animals (Service Animals and Pets).
5. Firearms and ammunition other than for hunting or sporting purposes are prohibited from carriage as baggage. Firearms and ammunition for hunting and sporting purposes will be accepted as checked baggage provided the firearms are not loaded, the safety catch is in the "on" position and the firearms are suitably packed. The carriage of ammunition is subject to the ICAO and IATA regulations mentioned in 2. above.
6. Weapons such as antique firearms, swords, knives and other similar items may be accepted as checked baggage at the carrier's discretion, provided they are suitably packed.
7. The passenger shall not include in the checked baggage fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents.

## (H) Right to Refuse Carriage of Baggage

1. The carrier will refuse to carry as checked baggage any bag that the carrier has discovered to contain any unacceptable item mentioned in (G) above and when the passenger fails to provide the carrier with prior notice that they wish to carry such an item in their baggage.
2. The carrier will, at its sole discretion, refuse to carry any baggage because of its size, shape, weight or character.

3. Unless advance arrangements have been made with the carrier, the carrier may carry on later flights baggage which is in excess of the free baggage allowance.
4. The carrier will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.

**Note:** This provision does not apply to aids for persons with disabilities.

*See Rule 71(F)*

## (I) Right of Search

The carrier may request the passenger to permit a search to be conducted of his/her person and baggage. The carrier may search baggage in the passenger's absence. The purpose of any search is to ensure aircraft and passenger safety, security and to determine whether the passenger is in possession of or the baggage contains items mentioned in (G) above or any arms or ammunition which have not been presented to the carrier. If the passenger refuses to comply with the request for search, the carrier may refuse to carry the passenger and/or his/her baggage.

*Part III*



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**At the Airport/During Travel**

## Part III – At the Airport/During Travel

### Rule 60: Acceptance of Children for Travel

#### (A) General

1. Infants and Children under 12 years of age, accompanied in the same cabin by a passenger 18 years of age or older, will be accepted for transportation.
2. Persons entrusted with the care of infants and children must be capable of discharging this duty.

#### Infants

1. Infants under two years of age on the date of travel do not require a seat.
2. For travel within Canada or between Canada and the U.S.A., infants under two years of age do not require a ticket.
3. For travel other than within Canada or between Canada and the United States infants under two years of age require a ticket.
4. Only one infant under the age of two years may be held in the lap of an accompanying passenger 18 years of age or older.
5. No single passenger shall be responsible for more than one infant whether the infant is held on the lap of an accompanying passenger or a seat has been purchased for the infant and the infant is secured in an approved child restraint system (car seat).
6. An infant under two years of age at the time of departure but reaching his/her second birthday during the continuing/return flight(s) will require a seat and must pay the applicable fare for the continuing/return flight(s).
7. Infants under two years of age occupying a seat must be properly secured in a Transport Canada or United States Federal Aviation Administration (FAA) approved child restraint device.

#### Children

1. All children, two years of age or older, must be ticketed and assigned a seat.
2. All children, 12 years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an adult for fare purposes.



3. All children, 16 years of age or older, may accompany other infants and children under 12 years old and will be considered as adults for the purposes of travel and will be charged the applicable adult fare.

## (B) Acceptance of Infants and Children

### For International transportation to and from Canada

Age	Accepted	Conditions
7 days to 23 months (infant)	Yes	<p>Only one infant is permitted per adult passenger. The infant may travel free of charge when the infant is held on an accompanying adult's lap.</p> <p>An infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assessed the applicable fare.</p>
2 to 18 years old (child)	Yes	<p>These passengers are considered to be a child for the purpose of air travel and will pay the applicable child's fare if available, when accompanied by a ticketed passenger 18 years of age or older for the entire trip.</p> <p>These passengers must be either supervised by a passenger of 16 years or older or use the carrier's unaccompanied minor services. (See <i>Rule 65, Unaccompanied Minors</i>)</p> <p>The use of an approved child restraint device is optional for children age two and up.</p>
18 years and older	Yes	<p>These passengers are considered to be adults for the purpose of air travel and will pay the applicable adult fare.</p> <p>These passengers are eligible to travel unaccompanied and unsupervised. Furthermore, they may accompany infants/children 7 days to 12 years old.</p>

**Note:** In the case of code-share, passengers are advised that the acceptance of children rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.



## (C) Documentation

1. For travel within Canada, passengers under 18 years of age must carry identification such as a passport; an original birth certificate or a non-government ID, e.g. student card.
2. For travel between Canada and the United States, passengers under 18 years of age require a valid passport or a Nexus card.
3. In addition to the above, the carrier may require presentation of the following documents when children are accompanied by an adult:
  - (a) Documents establishing legal custody;
  - (b) Parental consent letter authorizing travel;
  - (c) Death certificate if one parent is deceased;
  - (d) Any other documentation required by the country of destination.

## (D) Unaccompanied Minors

For complete details on minors travelling unaccompanied refer to Rule 65.

## (E) Seating for children

Carrier will ensure that children under the age of twelve (12) are seated (free of charge) with their accompanying parent or guardian prior to check-in, at time of check-in during the boarding process at the gate and on board the flight.

The carrier's supplemental policies with regards to seat assignment for children are:

- a. The possibility of selecting adjoining seats online; Passengers can select a non-preferred economy class seat free of charge, subject to availability, at time of online check-in, which commences 24 hours prior to departure.
- b. If unavailable online and if requested by the customer, check-in agents attempting to locate adjoining seats at check-in;
- c. If efforts are unsuccessful at check-in, gate agents attempting to locate adjoining seats at boarding, or if unavailable, requesting volunteers to change seats;
- d. If efforts are unsuccessful at boarding, flight attendants requesting volunteers to change seats on-board.

- e. If the flight attendants are not able to seat the child(ren) with their accompanying parent or guardian, notwithstanding the above, the flight attendant will provide the child with an unaccompanied minor briefing.

## Rule 65: Unaccompanied Minors

**Note:** In the case of code-share, passengers are advised that the unaccompanied minor rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.

### (A) General

1. For purposes of this rule, “guardian” is any adult/parent having responsibility over the welfare of a minor.
2. The carrier offers a supervision service called the Unaccompanied Minor Service (UM Service) for all minors who have achieved the minimum age. This service is either mandatory or optional, depending upon the age of the minor.

### (B) Age Restrictions

1. Minors under 5 years of age are not eligible to use the UM Service, and must always be accompanied by a person aged 18 or older when travelling. The accompanying passenger must occupy a seat in the same cabin as the minor.
2. Minors aged between 5 and 11 years of age may only travel unaccompanied if they are using the UM Service, outlined below.
3. Minors from age 12 up to a maximum of 16 years of age can also use the UM Service at the request of their guardian. Please note, however, that if a guardian requests the UM Service for a minor between these ages, all travel restrictions applicable to the UM Service will apply.

### (C) Travel Restrictions

The UM Service is available on:

- (a) non-stop flights; or
- (b) direct flights (a direct flight makes a stop but there is no change of aircraft); or
- (c) Interline flights Sata-Binter Canarias
- (d) Connecting flights operated by ata

## (D) Fares and Charges

1. Unaccompanied minors travelling on the UM Service provided by the carrier will be subject to the applicable adult fare.
2. A charge of 80€/120CAD per minor, in each direction, will be applied for using the UM Service.
3. When two or more minors are traveling together, only one UM Service charge in each direction will apply.
4. The charge is non-refundable and is subject to applicable taxes.

## (E) Conditions of Application for Unaccompanied Travel

1. Arrangements and registration for the UM Service must be made at least 72 hours prior to departure.
2. The minor must be brought to the airport of departure by a guardian who remains with the minor until the carrier starts providing supervision. The guardian will complete all the required documents which include providing the carrier with satisfactory evidence that the minor will be met by another parent, guardian or other responsible adult. The guardian who will be meeting the unaccompanied minor at the airport of arrival must have photo identification which will allow the carrier personnel to identify this person as the appropriate person designated to meet the minor.
3. The guardian will be required to remain at the airport of departure until the aircraft has departed.
4. In case of emergency, the guardian must provide the carrier with the name and phone number of a person who can be contacted during the time the minor is in the carrier's care.
5. Unaccompanied minors aged 5 through 11 years old will not be accepted if the flight on which the minor holds a reservation is expected to terminate short of, or bypass the minor's destination.
6. Once the minor is under the carrier's care, the minor will be provided supervision by the carrier until he/she is met at destination by a guardian who can confirm to carrier personnel by means of photo identification that they are the person(s) designated to meet the minor.
7. Confirmed reservations must be booked for unaccompanied minors. Standby travel is not permitted.

8. A minor with a medical condition or a minor with a disability may not be accepted for travel unaccompanied. Medical clearance may be required for any UM Service to be offered to a minor with a medical condition or a disability.

**Note:** For provisions related to Medical Clearance, refer to Rule 71 (C).

## **(F) Carrier's Limited Responsibility**

With the exception of the service specifically provided to an unaccompanied minor in this rule, the carrier will not assume any financial or guardianship responsibilities for the unaccompanied minor beyond those applicable to an adult passenger.

## Rule 71: Carriage of Persons with Disabilities

In the case of code-share, passengers are advised that the carriage of persons with disabilities rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.

### (A) Acceptance for Carriage

The carrier will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability. In instances when refusing transportation to a person with a disability is necessary, the carrier will provide a written explanation to the person for the decision to refuse carriage at the time of the refusal.

### (B) Acceptance of Declaration of Self-Reliance

Except for applicable safety-related rules and regulations, the carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance. Once advised that he or she is “self-reliant,” the carrier shall not refuse such passenger transportation on the basis that the person with a disability is not accompanied by a personal attendant or based on the assumption that the passenger may require assistance from airline employees in meeting the passenger’s needs such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier.

*See also: Rule 105(A)6.(d), Refusal to Transport, Passenger’s Condition, Medical clearance*

### (C) Medical Clearance

A carrier will not automatically require a medical clearance for persons with disabilities as a condition of travel. Rather, a carrier may, in good faith and using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or well-being, in terms of such things as assistance with eating, using the washroom facilities, or that of other passengers is in question. Where a carrier refuses to transport a passenger for such reasons, a written explanation must be provided at the time of refusal. When medical clearance is required a carrier may assess a person’s fitness to travel based on information and/or documentation submitted by the person with a disability (such as a note from the person’s physician or healthcare professional).

*See also: Rule 105(A)6.(d), Refusal to Transport, Passenger’s Condition, Medical clearance*

## **(D) Advance Notice**

Where a passenger requests a service set out in this rule at least 48 hours prior to departure, the carrier will provide the service. Such requests should be made by the passenger at the time of reservation, and as far in advance of travel as possible. Where a passenger requests a service less than 48 hours prior to departure, the carrier will make a reasonable effort to provide the service.

## **(E) Seating Restrictions and Assignments**

When a person identifies the nature of his or her disability, the carrier will inform the passenger of the available seats that are most accessible and then establish with that passenger an appropriate seat assignment.

Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, or otherwise in accordance with applicable safety-related rules and regulations.

Persons with disabilities and their attendants, who will meet the persons' disability-related needs, will be seated together.

## **(F) Acceptance of Aids**

In addition to the regular baggage allowance, the carrier will accept, without charge, as priority checked baggage, mobility aids, including:

1. an electric wheelchair, a scooter or a manually operated rigid-frame wheelchair;
2. a manually operated folding wheelchair;
3. a walker, a cane, crutches or braces;
4. any device that assists the person to communicate; and
5. any prosthesis or medical device.

Where space permits, the carrier will, without charge, permit the person to store a manually operated folding wheelchair and small aids in the passenger cabin during the flight.

The assembling and disassembling of mobility aids is provided by the carrier without charge.

Wheelchairs and mobility aids will be the last items to be stowed in the aircraft hold and the first items to be removed.

**Note:** For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to Rule 121(B)4., Mobility aids. It is applicable the European regulation of persons with disabilities

## (G) Manually Operated Wheelchair Access

The carrier will permit the person who uses a manually operated wheelchair to remain in the wheelchair:

1. until the person reaches the boarding gate;
2. where facilities permit, while the person is moving between the terminal and the door of the aircraft;
3. where space and facilities permit, while the person is moving between the terminal and the passenger seat.

## (H) Service Animals

The carrier will accept for transportation, without charge, a Service Animal required to assist a person with a disability provided that the animal is properly harnessed and certified in writing as having been trained by a professional service animal institution. For the comfort of all passengers, the carrier staff will determine, in consultation with the person with a disability, where the person and Service Animal will be seated. The carrier will assign a seat to the person which provides sufficient space for the person and the Service Animal and the carrier will permit the Service Animal to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat. Where there is insufficient floor space in the seat row of the person's passenger seat, the carrier will permit the service animal to remain on the floor in an area where the person can still exercise control over the animal.

*See also: Rule 75, Acceptance of Animals (Service Animals and Pets), and for provisions related to limitations of liability regarding Service Animals, refer to Rule 121(B)4., Service animals*

## (I) Services to be Provided to Persons with Disabilities

Persons with disabilities must request for such services at least 48 hours prior to departure. Services to be provided upon request will include:

1. Assisting with registration at the check-in counter;
2. Assisting in proceeding to the boarding area;



3. Assisting in boarding and deplaning;
4. Assisting in stowing and retrieving carry-on baggage and retrieving checked baggage;
5. Assisting in moving to and from an aircraft lavatory;
6. Assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
7. Transferring a person between the person's own mobility aid and a mobility aid provided by the carrier;
8. Transferring a person between a mobility aid and the person's passenger seat;
9. Providing limited assistance with meals, such as opening packages, identifying items and cutting large food portions;
10. Inquiring periodically during a flight about a person's needs; and
11. Briefing individual passengers with disabilities and their attendant on emergency procedures and the layout of the cabin.
12. In Spain and Portugal, accompanying service is provided by the airport authority

## **(J) Boarding and Deplaning**

Where a person with a disability requests assistance in boarding or seating or in stowing carry-on baggage, an air carrier will allow the person, upon request, to board the aircraft in advance of other passengers where time permits. The carrier may also require a person, even in the absence of a request to do so, to board the aircraft in advance of other passengers in order that it has sufficient time to provide the requested assistance.

## **(K) Communication and Confirmation of Information**

Announcements to passengers concerning stops, delays, schedule changes, connections, onboard services and claiming of baggage will be made in visual, verbal and/or written format to persons with disabilities who request such a service.

Modification to reflect that pre-boarding can occur upon request of the person with a disability as well as a requirement by the carriers.

## Rule 75: Acceptance of Animals (Service Animals and Pets)

**Note:** In the case of code-share, passengers are advised that the acceptance of animals rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.

The carrier will agree to carry animals subject to the following conditions:

### (A) General

1. Advance arrangements must be made with the carrier before any animal will be accepted for carriage as either checked or carry-on baggage.
2. The carrier will accept for carriage animals/pets such as domestic dogs, cats, ferrets, rabbits, and birds, as either checked or carry-on baggage provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations.
3. Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by the carrier.

**Note:** This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.

4. An animal and its container will not be included in the passenger's free baggage allowance. Excess baggage charges will apply and the passenger will be obliged to pay the applicable charges.

**Note:** This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers. Service Animals will be carried free of charge (*see (D) below*).

5. The passenger assumes full responsibility for the animal. Before the animal is accepted for carriage, the passenger must make all necessary arrangements to obtain valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the animal will not be accepted for carriage.
6. When travel involves more than one carrier, the passenger should verify the policy of each carrier involved in the itinerary and ensure that the requirements of each carrier have been met and that each carrier is aware and has agreed to carry the animal on its own aircraft.

## (B) Animals as Checked Baggage

1. The number of animals carried is limited by aircraft type.
2. Due to climatic conditions, animals will not be accepted during certain periods of the year. These black-out periods will be posted on the carrier's Web site or may be ascertained by contacting the carrier.
3. The maximum size for the container/kennel (length +width + height) must not exceed 240 CM
4. The maximum allowable weight for both the animal and container/kennel must not exceed 32 KG.
5. If container/kennel exceeds the maximum size and/or maximum weight mentioned in 3. and 4. above, the passenger must make arrangements with the carrier's cargo department.
6. For international travel, pursuant to the provision of the applicable convention, once an animal is accepted for carriage as checked baggage, the carrier is liable in the event of damages arising from loss, damage and delay of an animal as specified in Rule 121, Limitations of Liability.
7. **Charges:** The charge for transportation of the animal and container/kennel as checked baggage will be as follows:

### Charge of transportation of animal and container/kennel

Service	Charge
Inter Canary Islands	20€/30CAD
Domestic & International (Europe and Africa)	100€/150CAD
International (Canada)	100€/230CAD

**Note:** This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.

## (C) Animals in Cabin

1. Only one animal per passenger may be accepted for carriage in the passenger cabin.
2. The number of animals carried in the passenger cabin is limited to 6 animals per flight.
3. The maximum size permitted for the in-cabin animal container/kennel (length + width + height) must not exceed 105 cm.
4. The maximum allowable weight for both the animal and in-cabin pet container/kennel must not exceed 8 Kg
5. The in-cabin container/kennel must be stored under the seat directly in front of the passenger.
6. The in-cabin animal and container/kennel may be carried in lieu of unchecked baggage (carry-on baggage).
7. The animal must remain in the container/kennel for the entire duration of the journey.
8. If the container/kennel exceeds the maximum size and/or maximum weight mentioned in 3. and 4. above, passengers will require to tender the animal as checked baggage.
9. The carrier may request a passenger with an in-cabin animal to change seats after boarding to accommodate other passengers.
10. **Charges:** The charge for transportation of an animal (except for Service Animals) and container/kennel in the passenger cabin will be as follows:

### Charge of transportation of animal and container/kennel

Service	Charge
Inter Canary islands	9€/13CAD
Domestic & International (Europe and Africa)	25€/37CAD
International (Canada)	80€/120CAD

**Note:** This provision does not apply to Service Animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.

## (D) Service Animals

1. The carrier will accept for transportation without charge a Service Animal to assist a person with a disability. The passenger accompanying the Service Animal will be entitled to the normal free baggage allowance.
2. The carrier, in consultation with the person with a disability who is accompanied by a service animal, will determine where the person with a disability will be seated in order to ensure that adequate space is provided to the person and the service animal.

*See also: Rule 121(B)4., Service animals)*

## **Rule 80: Administrative Formalities – Travel Documents, Customs and Security**

### **(A) General**

1. The passenger is responsible for obtaining all required travel documents (passports, visas, tourist cards, health certificates, or other appropriate and necessary identification) including those of any children that are accompanied by the passenger.
2. The passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through and also for complying with the instructions of the carriers concerned.
3. The carrier will not be liable for any help or information given either verbally or in writing to the passenger in good faith about proper travel documentation.
4. The carrier will not be liable to the passenger for any consequences resulting from the failure of the passenger to obtain the necessary travel documents or from the failure to comply with the laws, regulations, orders and/or demands of countries to be flown from, into or through.

### **(B) Travel Documents**

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

### **(C) Fines, Detention Costs**

1. If the carrier is required to pay any fine or penalty or has incurred any expense because the passenger was refused entry into a country by reason of her/his failure to comply with the laws, regulations, orders and/or requirements of that country or has failed to produce required travel documents, the passenger will reimburse the carrier, on demand, any amount so paid or expenses incurred by the carrier.

2. A passenger found inadmissible either en route or at destination will not be provided a refund by the carrier on any used sector irrespective of the fare purchased. However, the passenger will be entitled to any residual value remaining on his or her ticket for any unused sectors. The passenger may choose to have this residual value refunded or applied towards the issuance of another ticket.
3. Due to the passenger's inadmissibility into a country of transit or destination, the passenger must pay the carrier the applicable fare to be transported from the country where entry was refused to the original point of origin or to an alternative destination. The carrier will apply to the payment of such a fare any funds paid by the passenger to the carrier for unused carriage, or any funds of the passenger in possession of the carrier.

## **(D) Customs and Immigration Inspection**

As required, the passenger must be present for the inspection of his/her baggage by customs or other government officials.

The carrier will not be liable for any loss or damage suffered by the passenger in the course of such inspection or through the passenger's failure to comply with this requirement if the passenger's baggage was not in the charge of the carrier.

## **(E) Security Inspection**

The passenger shall submit to all necessary security checks by government, airport officials and by personnel of the carrier.

## Rule 85: Ground Transfer Services

### (A) General

1. The carrier does not maintain, operate or provide ground transfer services between airports or between airports and city centres.
2. Any ground transfer service is performed by independent operators who are not and shall not be deemed to be, agents or servants of the carrier.
3. Any effort by an employee, agent or representative of the carrier in assisting the passenger to make arrangements for such ground transfer service shall in no way make the carrier liable for the acts or omissions of such an independent operator.



## Rule 90: Schedule Irregularities

In case of code-share, passengers are advised that in case of schedule irregularity rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight if the irregularity is announced more than 24H prior the flight departure. In case of less of 24H, rules applicable are those of the operating carrier.

### (A) Applicability

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

### (B) General

1. The carrier will make all reasonable efforts to transport the passenger and his/her baggage at the times indicated in its timetable.
2. Times shown in timetables or elsewhere are approximate and not guaranteed and form no part of the contract of carriage. The carrier will not be responsible for errors or omissions either in timetables or other representation of schedules. No employee, agent or representative of the carrier is authorized to bind the carrier by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any flight.
3. The carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to force majeure. However, in the case of international transportation, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)3.)
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. It is always recommended that the passenger communicate with the carrier either by telephone, electronic device or via the carrier's Web site or to refer to airport terminal displays to ascertain the flight's status and departure time.
6. In the case of schedule irregularities, the carrier will give priority for assistance to any person with a disability and unaccompanied minors.
7. The carrier whose flight experiences a schedule irregularity will make onward arrangements for the passenger to the next point of stopover shown on the ticket.

## (C) Passenger Options – Re-Rerouting or Refund

1. Given that a passenger has a right to information on flight times and schedule changes, the carrier will make reasonable efforts to inform passengers of schedule irregularities and to the extent possible, the reason for the schedule irregularities.
2. In the event of a schedule irregularity, within the carrier's control, the carrier will present the passenger with the following options:
  - (a) Carry the passenger to the destination named on the ticket, or applicable portion thereof, within a reasonable amount of time, on another of its passenger aircraft or in a different class of service on which space is available, without additional charge, regardless of the class of service in which the passenger was booked; or,
  - (b) Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on its own transportation services within a reasonable amount of time. If the fare for the revised routing or class of service is higher than the fare paid by the passenger, the carrier will require no additional payment from the passenger. If the fare for the revised routing is in a lower class of service, a refund will be made for the difference in fare. The refund will be made to the purchaser of the ticket. The form of refund will be the same as the form of payment used for the ticket. The refund will be based on the total value of the ticket; or,
  - (c) Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on another air carrier's transportation services, including interline or, where possible and necessary, non-interline carriers, within a reasonable amount of time. If the fare for the revised routing or class of service is higher than the fare paid by the passenger, the carrier will require no additional payment from the passenger. If the fare for the revised routing is in a lower class of service, a refund will be made for the difference in fare. The refund will be made to the purchaser of the ticket. The form of refund will be the same as the form of payment used for the ticket. The refund will be based on the total value of the ticket; or,
  - (d) If the passenger chooses to no longer travel as the schedule irregularity results in the loss of purpose of travel or if the carrier is unable to perform the option stated in (a), (b) or (c) above within a reasonable amount of time, the carrier will transport the passenger to the point of origin named on the ticket and refund the full amount of the ticket in accordance with Rule 125(B)2.(a), Refunds, Involuntary Refunds, irrespective if travel has commenced, or subject to passenger's agreement, offer a travel voucher for future travel in the same amount;
  - (e) Otherwise, should the alternate transportation proposed by the carrier not meet the passenger's satisfaction, the carrier will offer a refund equal to the

fare and charge paid. The refund will be made to the purchaser of the ticket(s). The form of refund will be the same form used as payment of the ticket(s). The refund will be based on the total value of the ticket(s). For complete conditions on refunds see Rule 125(B)2.(b), Refunds, Involuntary Refunds.

Nothing in the above shall limit or reduce the passenger's right, if any, to claim damages, if any, under the applicable convention, or under the law when neither convention applies.

In addition to the above, the carrier will always consider the needs of the passenger on a case by case basis and take into account all known circumstances to avoid or mitigate the damages caused by the schedule irregularity within the carrier's control.

3. In the event of a schedule irregularity, not within the carrier's control (e.g. Force Majeure), the carrier will provide the following:
  - (a) The carrier will offer the passenger the choice to travel on another of its scheduled flights on the same route as the passenger was originally ticketed or to travel on a different routing operated by the carrier to the same ticketed destination.
  - (b) If these options are not available, the carrier will offer to transport the passenger on the same route as he/she was originally ticketed or on a different route operated by the services of another carrier with whom the original air carrier has a commercial agreement and provided space is available.
  - (c) Should the fare for the alternate transportation proposed by the carrier be more expensive, there will be no additional cost to the passenger.
  - (d) Should the fare for the alternate transportation proposed by the carrier be less expensive, a refund will be made to the purchaser of the ticket(s). The form of refund will be the same form used as payment of the ticket(s). The refund will be based on the total value of the ticket(s). For complete conditions on refunds see Rule 125(B)2.(c) and (d), Refunds, Involuntary Refunds.
  - (e) Should the alternate transportation proposed by the carrier not meet the passenger's satisfaction, the unused portion of the passenger's ticket(s) will be refunded. The refund will be made to the purchaser of the ticket(s). The form of refund will be the same form used as payment of the ticket(s). The refund will be based on the total value of the ticket(s). For complete conditions on refunds see Rule 125(B)2.(c) and (d), Refunds, Involuntary Refunds.

- (f) When a refund is requested as a result of a schedule irregularity, the passenger must submit the unused portions of his/her ticket(s) to the carrier by no later than 30 days after the validity shown on the ticket(s).

## **(D) Right to Care**

1. Except as otherwise provided in other applicable foreign legislation, in addition to the provisions of this rule, in case of scheduled irregularity within the carrier's control a passenger will be offered the following:
  - (a) For a schedule irregularity lasting longer than 4 hours, the carrier will provide the passenger with a meal voucher.
  - (b) For a schedule irregularity lasting more than 8 hours or overnight, the carrier will provide overnight hotel accommodation and airport transfers for the passenger. The carrier is not obligated to provide overnight accommodation for passengers at the first airport of departure appearing on the ticket.
  - (c) If passengers are already on the aircraft when a delay occurs, the carrier will offer drinks and snacks if it is safe, practical and timely to do so. If the delay exceeds ninety (90) minutes and circumstances permit, the carrier will offer the passenger the option of disembarking from the aircraft until it is time to depart.

## Rule 95: Denied Boarding and Overbooking

**Note:** In the case of code-share, passengers are advised that the denied boarding rules applicable to their transportation are those of the carrier identified on your ticket and not of the carrier operating the flight.

When the carrier is unable to provide previously confirmed space due to there being more passengers holding confirmed reservations and tickets than for which there are available seats on a flight, the carrier will follow the provisions of this rule, unless as otherwise provided in other applicable foreign legislation.

### (A) Applicability

1. This rule applies to all passengers irrespective of the type of ticketed fare.
2. A passenger who fails to check-in or present themselves at the boarding area within the carrier's check-in deadline and/or boarding time deadline as specified in Rule 40(F), Check-in Time Limits, will not receive denied boarding compensation, will at the carrier's discretion have their reservations cancelled and will be subject to the terms and conditions associated with the fare on which he or she is travelling.

### (B) Request for Volunteers

When a situation of denied boarding due to overbooking occurs, the following will apply:

1. The carrier will publically 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 a passenger voluntarily relinquish his/her seat. This request process will take place at the check-in or boarding areas. The carrier will continue to make this request of passengers until it obtains enough volunteers to prevent other passengers from being involuntarily denied boarding or until it determines that it does not, despite its best efforts, have enough volunteers.
2. Once a passenger has voluntarily relinquished his/her seat, the passenger will not later be involuntarily denied boarding unless he/she has been advised at the time he/she volunteered of such possibility. At the time the passenger is advised of such possibility of a further denial of boarding, the passenger is to be advised of any further compensation to which he or she may be entitled to receive.
3. The passenger who voluntarily surrenders his/her seat will receive agreed upon benefits from the carrier. Volunteers will be offered rerouting/refund options as set out in Paragraph (D) 1., 2. and 3. of this rule over and above the

aforementioned benefits. In addition, a passenger who has voluntarily surrendered his/her seat will be offered the following free of charge:

- (a) A meal voucher, if the transportation acceptable to the passenger departs more than four (4) hours after the original departure time of the flight on which passengers were denied boarding.
- (b) An overnight hotel stay and airport transfers, if the transportation acceptable to the passenger departs more than eight (8) hours after the original departure time of the flight on which the passenger was denied boarding and involves an overnight stay, provided the passenger's travel did not start at the airport where the denied boarding situation occurred.
- (c) A telephone call, e-mail or fax message to the destination point of travel.

## **(C) Boarding Priorities**

In the event there are not enough volunteers, the remaining passengers will be denied boarding on an involuntary basis. Passengers holding confirmed and ticketed reservations will be permitted to board in the following order until all available seats are occupied:

1. Persons with disabilities and any accompanying attendant or service animal.
2. Passengers travelling under the services of the Unaccompanied Minor program.
3. Passengers traveling due to death or illness of a member of the passenger's family.
4. Passengers for whom, in the carrier's own assessment, failure to travel would cause severe hardship.
5. Passengers holding First/Executive/Business or Full Economy class tickets.
6. Passengers travelling as a group including the tour conductor of the group.
7. All other passengers with confirmed and ticketed reservations will be accommodated in the order in which they presented themselves for check-in.

## **(D) Transportation for Passengers Denied Boarding**

A passenger has the right to take the flight he or she has purchased. The carrier will present a passenger who has been denied boarding, whether voluntarily or involuntarily, with the following options:

1. Carry the passenger to the destination named on the ticket, or applicable portion thereof, within a reasonable amount of time, on another of its passenger aircraft

or in a different class of service on which space is available, without additional charge, regardless of the class of service in which the passenger was booked or,

2. Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on its own transportation services within a reasonable amount of time. If the fare for the revised routing or class of service is higher than the fare paid by the passenger, the carrier will require no additional payment from the passenger. If the fare for the revised routing is in a lower class of service, a refund will be made for the difference in fare. The refund will be made to the purchaser of the ticket. The form of refund will be the same as the form of payment used for the ticket. The refund will be based on the total value of the ticket; or,
3. Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on another air carrier's transportation services, including interline or, where possible and necessary, non-interline carriers, within a reasonable amount of time. If the fare for the revised routing or class of service is higher than the fare paid by the passenger, the carrier will require no additional payment from the passenger. If the fare for the revised routing is in a lower class of service, a refund will be made for the difference in fare. The refund will be made to the purchaser of the ticket. The form of refund will be the same as the form of payment used for the ticket. The refund will be based on the total value of the ticket or,
4. If the passenger chooses to no longer travel as the denied boarding results in the loss of purpose of travel or if the carrier is unable to perform the options stated in (1), (2) or (3) above within a reasonable amount of time, the carrier will transport the passenger to the point of origin named on the ticket and refund the full amount of the ticket in accordance with Rule 125(B)2.(a), Refunds, Involuntary Refunds, irrespective if travel has commenced, or subject to passenger's agreement, offer a travel voucher for future travel in the same amount;
5. Otherwise, should the alternate transportation proposed by the carrier not meet the passenger's satisfaction, the carrier will offer a refund equal to the fare and charge paid. The refund will be made to the purchaser of the ticket(s). The form of refund will be the same form used as payment of the ticket(s). The refund will be based on the total value of the ticket(s). For complete conditions on refunds see Rule 125(B)2.(b), Refunds, Involuntary Refunds.

Nothing in the above shall limit or reduce the passenger's right, if any, to claim damages, if any, under the applicable convention, or under the law when neither convention applies.

In addition to the above, the carrier will always consider the needs of the passenger on a case by case basis and take into account all known circumstances to avoid or mitigate the damages caused by the schedule irregularity within the carrier's control.



## (E) Compensation for Passengers Involuntarily Denied Boarding

In addition to providing transportation, the following will apply to a passenger who is involuntarily denied boarding:

### 1. Conditions of Payment

- (a) The passenger holding a confirmed and ticketed reservation must present him/herself for carriage in accordance with this tariff: having complied fully with the carrier's applicable reservation, ticketing, check-in and boarding requirements within the time limits and at the location set out in Rule 40; and,
- (b) The carrier must not have been able to accommodate the passenger on the flight on which he or she held confirmed and ticketed reservations and the flight departed without the passenger.

### 2. A Passenger Will not be Eligible for Compensation Under the Following Conditions:

- (a) The passenger who checks-in after the carrier's check-in deadline or presents him/herself at the boarding area after the carrier's boarding time deadline as specified under Rule 40(F), Check-in Time Limits, will not receive denied boarding compensation and will have his/her reservations cancelled as specified under Rule 105, Refusal to Transport.
- (b) When a flight on which the passenger holds confirmed and ticketed reservations is cancelled.
- (c) When space on a flight has been requisitioned by a government or by medical authorities for emergency transportation.
- (d) If, for operational and safety reasons, beyond the carrier's control, the aircraft has been substituted with one having lesser capacity and the carrier took all reasonable measures to avoid the substitution or that it was impossible for the carrier to take such measures.

### 3. Amount of Compensation for Involuntary Denied Boarding

The carrier will provide compensation in the following amounts to passengers who are involuntarily denied boarding. Regardless of the fare paid, passengers are entitled to a monetary compensation as follows:

International Transportation:

- Length of delay: 0 to 4 hours

Compensation: CAD\$400



- Length of delay: over 4 hours

Compensation: CAD\$800

All amounts will be tendered in cash/bank draft.

#### 4. **Right to Care**

In addition, a passenger who is involuntarily denied boarding will be offered the following free of charge:

- (a) A meal voucher, if the transportation acceptable to the passenger departs more than four (4) hours after the original departure time of the flight on which the passenger was denied boarding.
- (b) An overnight hotel stay and airport transfers, if the transportation acceptable to the passenger departs more than eight (8) hours after the original departure time of the flight on which the passenger was denied boarding and involves an overnight stay, provided the passenger's travel did not start at that airport.
- (c) A telephone call, e-mail or fax message to the destination point of travel.

#### 5. **Time of Offer of Compensation**

- (a) Once compensation has been offered, and if accepted, the passenger will sign an acknowledgment of offer on the day and at the place where the denied boarding occurred.
- (b) In the event the alternate transportation departs before the acknowledgement of offer can be signed, the offer will be sent by mail or by other means within 24 hours after the time the denied boarding occurs. The passenger will, in turn, sign this acknowledgment and return it by mail to the carrier.

## Rule 100: Passenger Rights

Binter Canarias will make efforts to comply with the principles of Flights Right Canada.

The principles of Flights Rights Canada have been incorporated fully in to the following rules:

1. Rule 55, Baggage Acceptance
2. Rule 90, Schedule Irregularities (Flight Delays, Cancellations, Schedule Changes and Aircraft Substitution)
3. Rule 95, Denied Boarding and Overbooking
4. Rule 125, Refunds

## Rule 105: Refusal to Transport

### (A) Refusal to Transport – Removal of Passenger

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

#### 1. Government Requests, Regulations and Force Majeure

Whenever it is necessary or advisable to:

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

#### 2. Search of Passenger and Property

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

#### 3. Proof of Identity/Age

When the passenger refuses a request to produce government-issued identification to demonstrate proof of identity.

#### Applicable only to travel from Canada:

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

The carrier is also required to screen each passenger who appears to be 18 years of age or older by comparing the passenger, and in particular the passenger's entire face, against one piece of government-issued photo identification that shows the passenger's name, date of birth and gender.

#### 4. Immigration or Other Similar Considerations

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

- (a) The travel documents of the passenger are not in order; or,
- (b) For any reason the passenger's embarkation from, transit through, or entry into any country from, through, or to which the passenger desires transportation would be unlawful or would otherwise not be permitted.

## 5. Failure to Comply with Carrier's Rules and Regulations

When the passenger fails or refuses to comply with rules and regulations of the carrier as stated in this tariff.

## 6. Passenger's Condition

- (a) When the passenger's actions or inactions prove to the carrier that his/her mental, intellectual or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment en route unless:
  - (i) the passenger is accompanied by a personal attendant who will be responsible for assisting with the passenger's needs en route such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier; and,
  - (ii) the passenger complies with requirements of Rule 71, Carriage of Persons with Disabilities.

**Exception:** (for transportation to/from and within Canada) the carrier will accept the determination of a person with a disability as to self-reliance as per Rule 71, Carriage of Persons with Disabilities.

**Note:** If the passenger is accompanied by an attendant and the passenger is refused transport, then the attendant will also be refused transport and the two will be removed from the aircraft together.

- (b) When the passenger has a contagious disease.
- (c) When the passenger has an offensive odour.

### **Medical clearance**

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

**Note:** Pregnant passengers:

- (i) Expectant mothers must fill a disclaimer form since 28<sup>th</sup> week of pregnancy.

## 7. Failure to Provide a Suitable Escort

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

However, the carrier will accept escorted passengers under the following conditions when the passenger has a mental health condition and is under care of a psychiatric institution or in custody of law enforcement personnel or other responsible authority:

- (a) Medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.
- (b) Request for carriage is made at least 48 hours before scheduled departure.
- (c) Acceptance is for online travel only.
- (d) The escort must accompany the escorted passenger at all times.
- (e) Passenger in custody of law enforcement personnel or other responsible authority must be manacled.

## (B) Passenger's Conduct – Refusal to Transport – Prohibited Conduct and Sanctions

### 1. Prohibited Conduct

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

- (a) The person, in the reasonable judgement of a responsible employee of the carrier, is under the influence of alcohol or drugs (except a patient under medical care).
- (b) The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the reasonable judgement of a responsible employee of the carrier, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or carrier's employees, interfere with a crew member in the performance of his/her duties, or otherwise jeopardize safe and adequate flight operations.

- (c) The person's conduct involves any hazard or risk to their self or other persons (including travel involving pregnant passengers or unborn children) or to property.
- (d) The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
- (e) The person is unable or unwilling to sit in his/her assigned seat with the seat belt fastened.
- (f) The person smokes or attempts to smoke in the aircraft.
- (g) The person uses or continues to use a cellular phone, a laptop computer or another electronic device onboard the aircraft after being advised to stop such use by a member of the crew.
- (h) The person has a prohibited article or concealed or unconcealed weapon(s). However, the carrier will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under government regulations.
- i) The person has resisted or may reasonably be believed to be capable of resisting escorts.

## 2. Carrier Response to Prohibited Conduct

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

- (a) Removal of the passenger at any point.
- (b) **Probation:** At any time, the carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the carrier to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.
- (c) **Refusal to Transport the Passenger:** The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of other passengers or crew; the unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations.

- (d) The following conduct will automatically result in a refusal to transport, up to a possible lifetime ban:
- (i) The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew to stop such behaviour.
  - (ii) The person injures a crew member or other passenger or subjects a crew member or other passenger to a credible threat of injury.
  - (iii) The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
  - (iv) The person repeats a prohibited conduct after receiving a notice of probation as mentioned in 2. above.

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

## **(C) Recourse of the Passenger/Limitation of Liability**

1. The carrier's liability in case of refusal to carry a passenger for a specific flight or removal of a passenger en route for any reason specified in the foregoing paragraphs will be limited to the recovery of the refund value of the unused portion of the passenger's ticket in accordance with Rule 125(B), Involuntary Refunds.

Notwithstanding the foregoing paragraph, passengers and their baggage will be entitled to all other additional rights they may have under this tariff or elsewhere or any legal rights that international passengers may have pursuant to international conventions (e.g., the [Warsaw Convention](#) or the [Montreal Convention](#)) and related treaties.

2. A person who is refused carriage for a period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the carrier, in writing, the reasons why he/she believes they no longer poses a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.
3. The carrier will respond to the passenger within a reasonable period of time providing carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

## Rule 110: Passenger Expenses En Route

### (A) General

1. Except as stated in paragraph 2 below, the fare paid for a ticket does not include the cost of any expenses the passenger may incur en route.
2. The carrier will absorb passenger expenses en route which may include hotel accommodations, charges for communications, ground transfer services or meals other than those served onboard an aircraft when the passenger's flight is delayed.



## Rule 115: Tickets

### (A) General

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

### (B) Validity for Carriage

1. **General:** When validated, the ticket is good for carriage from the airport of departure to the airport of destination via the route shown on the ticket, for the applicable class of service and is valid for the period of time referred to in 2 below. The passenger will be accepted for carriage on the date and flight segments for which a seat has been reserved. When flight segments are issued on an "**open date**" basis (see Rule 115(G) below), a seat will be reserved only when the passenger makes a reservation request with the carrier. 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.
2. **Period of Validity:** Generally, the period of validity for transportation will be one year from the date on which transportation commences at the point of origin designated on the original ticket, or, if no portion of the ticket is used, one year from the date of issuance of the original ticket. However, certain fares may have different periods of validity. If this is the case, the specific rules associated with the fare will take precedence.

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

## (C) Extension of Ticket Validity

1. **Carrier's Operations:** If a passenger is prevented from travelling within the period of validity of his/her ticket because the carrier:
  - (a) Cancels the flight upon which the passenger holds confirmed space;
  - (b) Omits a scheduled stop, provided this is the passenger's place of departure, place of destination, or place of stopover;
  - (c) Fails to operate a flight reasonably according to schedule;
  - (d) Causes the passenger to miss a connection;
  - (e) Substitutes a different class of service;
  - (f) Is unable to provide previously confirmed space.

The carrier will, without collecting any additional fare, extend the validity of the passenger's ticket until the passenger can travel on the first flight of the carrier, in the class of service which the passenger's fare was paid, and for which space is available in the next 7 days. After 7 days, all changes will be subject to availability. Refunds could be made up to 3 months.

2. **Lack of Space:** If the passenger who is in possession of a ticket is prevented from travelling within the period of validity of his/her ticket because the carrier is unable to provide space, the validity of the passenger's ticket will be extended until he/she can be re-accommodated on the first flight which has space available in the same class of service which the passenger had originally paid to travel.
3. **Medical Reason:** If the passenger is unable to commence travel due to medical reasons, the carrier will extend the period of validity beyond the original validity expiry date for a maximum of three months. A ticket can only be extended once and the extension must be requested within 30 days prior to the expiry date of the original ticket validity. The medical reason must be certified in writing by a physician specifying that the passenger is prevented from commencing his journey before his/her original ticket expires.

## (D) Waiver Minimum/Maximum Stay Provision

### 1. In the Event of Death of a Family Member Not Accompanying the Passenger

If the passenger holding a special fare ticket returns prior to the expiry of the minimum stay requirement because of the death of an immediate family member not accompanying the passenger, the passenger will be entitled to a refund of the additional amounts paid in order to return early, provided the passenger traveled in the economy cabin. However, no refund will be permitted unless the passenger produces a death certificate confirming that the death of the family member occurred after the commencement of travel.

### 2. In the Event of a Passenger's Death – Provisions for Accompanying Passengers

#### (a) Extension of Ticket Validity (Beyond 1 Year) for Normal Fares and Waiver of the Maximum Stay Requirements of Special Fares

The carrier will extend the ticket validity for passengers who are either members of the immediate family of the deceased passenger or are other persons actually accompanying the deceased passenger for up to 45 days beyond the original ticket validity expiry date or 45 days after the date of death of the passenger, whichever date occurs first.

A death certificate or a copy, duly executed by the competent authorities in the country in which the death occurred, must be presented at the time of re-ticketing. A competent authority is a person designated to issue a death certificate by the laws of the country concerned.

If the death certificate is not available at the time the passengers are to travel, or, if the carrier has reason to doubt the validity of such certificate, passengers will be accommodated only upon payment of the fare for the transportation used, and a request for refund may be filed with the carrier. Upon receipt of the request for refund and all supporting documents, the carrier will determine the validity of the request and, if valid, will refund the difference between the total fare paid by the passengers and the amount the passengers would have paid under the provision of this rule.

#### (b) Waiver of Minimum Stay Requirements – Special Fares

In the event of the death of a passenger en route, the minimum stay and group travel requirements with regard to special fares will be waived for passengers who are either members of the immediate family of the deceased passenger or are other persons actually accompanying the deceased person.

Passengers who have had their minimum stay requirement waived will only be accommodated in the class of service originally ticketed.

A death certificate or a copy, duly executed by the competent authorities, in the country in which the death occurred must be presented at the time of re-ticketing. A competent authority is a person designated to issue a death certificate by the applicable laws of the country concerned.

If the death certificate is not available at the time the passengers are to travel, or, if the carrier has reason to doubt the validity of such certificate, passengers will be accommodated only upon payment of the fare applicable to the transportation used, and a request for refund may be filed with the carrier. Upon receipt of the request for refund and all supporting documents, the carrier will determine the validity of the request and, if valid, will refund the difference between the total fare paid by the passengers and the amount the passengers would have paid under the provision of this rule.

### 3. Medical Reasons and Illness

#### (a) Ticket Refund:

In the case of Normal fares, if, In these circumstances, the carrier will refund the tickets of persons travelling with the incapacitated passenger.

#### (b) Waiver of the Minimum Stay Requirement for Special Fares:

In the event of illness, there will be no reduction or waiver of the required minimum stay.

## (E) Upgrading (Changing from a Lower to a Higher Fare Ticket)

Unless otherwise specified in the fare conditions, the following applies:

UPGRADING AND/OR REROUTING NOT PERMITTED

## (F) Coupon Sequence

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

## (G) Open Tickets

If a ticket or a flight coupon is issued without a specific seat on a flight being reserved in the carrier's reservation system, i.e. left open, space may be later reserved subject to

the tariff conditions of the purchased fare and provided space is available on the flight requested.

## (H) Non-transferability

A ticket is not transferable.

**Note:** The carrier will not be liable to the person named on the ticket if the ticket is either presented for transportation or for a refund by another person. The carrier will refuse transportation to any person other than the person named on the ticket.

## (I) Prohibited Practices

The carrier specifically prohibits the practice commonly known as:

**Hidden City or Point Beyond Ticketing:** The purchase of a fare from a point before the passenger's actual point of origin or to a point beyond the passenger's actual destination.

Use of this practice will result in the passenger's reservation being cancelled and the passenger will not be entitled to a refund.

## (J) Invalidated Tickets

If the passenger attempts to circumvent any term or condition of sale or the carrier determines that the passenger is making use of any of the prohibited practices specified in (H) above, this will cause the passenger's ticket to be invalid and the carrier will have the right to:

- (a) Cancel any remaining portion of the passenger's itinerary; and
- (b) Confiscate unused flight coupons; and
- (c) Refuse to board the passenger or check the passenger's baggage; and/or
- (d) Charge the passenger for the true value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare for the passenger's actual itinerary.



## Part IV



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## After Travel

## Part IV – After Travel

### Rule 121: Limitations of Liability

**Applicable to International Transportation to and from Canada**

#### (A) Successive Carriers

Transportation to be performed under one ticket or under a ticket issued with any conjunction ticket by several successive carriers will be regarded as single operation.

#### (B) Laws and Provisions Applicable

##### Liability in the case of death or bodily injury of a passenger

1. The carrier shall be liable under [Article 17 of the Warsaw Convention](#) or [Montreal Convention](#), whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:
  - (a) The carrier shall not be able to exclude or limit its liability for damages not exceeding 113,100 Special Drawing Rights for each passenger.
  - (b) The carrier shall not be liable for damages to the extent that they exceed 113,100 Special Drawing Rights for each passenger if the carrier proves that:
    - (i) Such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or
    - (ii) Such damage was solely due to the negligence or other wrongful act or omission of a third party.
  - (c) The carrier reserves all other defenses and limitations available under the [Warsaw Convention](#) or the [Montreal Convention](#), whichever may apply, to such claims including, but not limited to, the exoneration defense of [Article 21 of the Warsaw Convention](#) and [Article 20 of the Montreal Convention](#), except that the Carrier shall not invoke [Articles 20 and 22\(1\) of the Warsaw Convention](#) in a manner inconsistent with paragraphs 1 and 2 hereof.
  - (d) With respect to third parties, the Carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.

- (e) The carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.
2. In cases of bodily injury or death, the carrier shall make an advance payment where the Carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:
- (a) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the Carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the Carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the Carrier in its sole discretion.
  - (b) The Carrier shall make the advance payment as an advance against the Carrier's liability under the [Warsaw Convention](#), or the [Montreal Convention](#), whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.
  - (c) The Carrier, in making an advance payment, does not waive any rights, defenses, or limitations available under the [Warsaw Convention](#), or the [Montreal Convention](#), whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
  - (d) The Carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of the Carrier.
  - (e) The Carrier may recover an advance payment from any person where it is proven that the Carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.

#### Liability in the case of passenger delay

3. The Carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:



- (a) The Carrier shall not be liable 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.
- (b) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the [Warsaw Convention](#) and the [Montreal Convention](#), whichever may apply, in addition to any limitation or defense recognized by a Court with proper jurisdiction over a claim.
- (c) The Carrier reserves all defenses and limitations available under the [Warsaw Convention](#) or the [Montreal Convention](#), whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of [Article 21 of the Warsaw Convention](#) and [Article 20 of the Montreal Convention](#). Under the [Montreal Convention](#), the liability of the Carrier for damage caused by delay is limited to 4,694 SDR per passenger. The limits of liability shall not apply in cases described in [Article 25 of the Warsaw Convention](#) or [Article 22\(5\) of the Montreal Convention](#), whichever may apply.

#### **Liability in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage**

- 4. The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:
  - (a) Except as provided below, the liability of the Carrier is limited to 1,131 Special Drawing Rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the passenger proves otherwise:
    - (i) All baggage checked by a passenger shall be considered to be the property of that passenger;
    - (ii) A particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger; and
    - (iii) Unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
  - (b) If a passenger makes, at the time checked baggage is handed to the Carrier, a special declaration of interest and has paid a supplementary sum, if applicable, the Carrier will be liable for destruction, loss, damage, or delay of such checked baggage in an amount not exceeding the declared amount, unless the Carrier proves that the declared amount is greater than the passenger's actual interest in delivery at destination. The declared amount, and the Carrier's liability, shall not exceed the total

amount of declaration permissible under the Carrier's regulations, inclusive of the limitation of paragraph (B)4(a) hereof. In the case of transportation under the [Warsaw Convention](#), no supplementary sum shall apply unless the declared amount exceeds 19 Special Drawing Rights per kilogram of the total recorded weight of the checked baggage at the time the baggage is handed to the Carrier.

Note: this provision is not applicable to a person with a disability's mobility aid.

- (c) In the case of unchecked baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
- (d) The carrier is liable for the damage sustained in case of destruction or loss of, or damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the 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, the carrier's liability for the destruction, loss, damage or delay of baggage is subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation of defense recognized by a Court with proper jurisdiction over claim.
- (e) The Carrier reserves all defenses and limitations available under the [Warsaw Convention](#) and the [Montreal Convention](#), whichever may apply to such claims including, but not limited to, the defense of [Article 20 of the Warsaw Convention](#) and [Article 19 of the Montreal Convention](#), and the exoneration defense of [Article 21 of the Warsaw Convention](#) and [Article 20 of the Montreal Convention](#), except that the Carrier shall not invoke [Article 22\(2\) and 22\(3\) of the Warsaw Convention](#) in a manner inconsistent with paragraph 1 hereof. The limits of liability shall not apply in cases described in [Article 25 of the Warsaw Convention](#) or [Article 22\(5\) of the Montreal Convention](#), whichever may apply.

### Mobility aids

**Note:** Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.

In the event that a mobility aid is lost or damaged:

- (a) The air carrier will immediately provide a suitable temporary replacement without charge;

- (b) If a damaged aid can be repaired, in addition to (a) above, the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;
- (c) If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the carrier will in addition to (a) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

### Service animals

Should injury or death of a Service Animal result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense, medical care for or replacement of the service animal.

## (C) Time Limitations on Claims and Actions

Under the [Warsaw Convention](#) and the [Montreal Convention](#), whichever may apply, an action for damages must be brought within two years, and a complaint must be made to the carrier within seven calendar days in the case of damage to baggage, and 21 calendar days in the case of delay thereof. For baggage claims, reimbursement for expenses will be based upon acceptable proof of claim.

## (D) Notices

The Carrier will provide each passenger whose transportation is governed by the [Warsaw Convention](#) or the [Montreal Convention](#) with the following notice:

### Advice to International Passengers on Carrier Liability

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the [Montreal Convention](#), or its predecessor, [the Warsaw Convention](#), including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including special contracts of carriage embodied in applicable tariffs, governs and may limit the liability of the Carrier in respect of death or injury to passengers, and for destruction or loss of, or damage to, baggage, and for delay of passengers and baggage.

For services provided in the EU, the Carrier will use the following Notice in addition to the preceding notice:

**“Limits of liability: the applicable limits of liability for your journey on a flight ticketed by this carrier are:**

1. There are no financial limits for death or bodily injury and the air carrier may make an advance payment to meet immediate economic needs of the person entitled to claim compensation;

2. In the case of destruction, loss of, or damage or delay to baggage, 1,131 Special Drawing Rights per passenger in most cases. You may benefit from a higher limit of liability for loss of, damage or delay to baggage by making at check-in a special declaration of the value of your baggage and paying any supplementary fee that may apply. Alternatively, if the value of your baggage exceeds the applicable limit of liability, you should fully insure it before you travel;
3. In the case of delay to your journey, 4,694 Special Drawing Rights per passenger.

**If your journey also involves carriage by other airlines, you should contact them for information on their limits of liability.”**

## **(E) Overriding Law**

If any provision contained or referred to in the ticket or this tariff is found to be contrary to an applicable law, government regulation, order or requirement, which cannot be waived by agreement of the parties, such provision, to the extent that it is invalid, shall be severed from the ticket or tariff and the remaining provisions shall continue to be of full force and effect.

## **(F) Modification and Waiver**

No agent, servant or representative of the carrier has the authority to alter, modify, or waive any provisions of the content of carriage or this tariff.

## **(G) Gratuitous Transportation**

All passengers who are transported gratuitously by the carrier will be governed by all the provisions of this rule and by all other applicable rules of this tariff.

## Rule 125: Refunds

### (A) General

1. The passenger must present to the carrier or its authorized agent the unused flight coupons of a ticket, an itinerary/receipt, a record locator, or a reservation number as satisfactory proof that the passenger has unused portions of a ticket which are eligible for refund.
2. The carrier will make a refund to the person who purchased the ticket.
3. If, at the time of ticket purchase, the purchaser designates another person to whom the refund shall be made, then the refund will be made to the person so designated. To do so, the passenger must contact the carrier directly.
4. Acceptance of a refund by the passenger will release the carrier from further liability.
5. In any instance where refunds are appropriate, the carrier will process requests in a timely manner and refund the fare in the original form of payment. The carrier will process refund requests within 10 business days for credit card purchases and within 7 business days for cash or cheque transactions.

### (B) Involuntary Refunds

1. Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
2. The amount of the involuntary refund will be as follows:
  - (a) If, due to a schedule irregularity within the carrier's control or denied boarding in accordance with Schedule Irregularities Rule 90(C)2.(d) and Denied Boarding Rule 95(D)4., the passenger chooses to no longer travel due to loss of purpose of travel or if alternate travel could not be provided within a reasonable time, the carrier will offer a refund equal to the fare and charge paid, irrespective if travel has commenced.
  - (b) If, due to a schedule irregularity within the carrier's control or denied boarding in accordance with Schedule Irregularities Rule 90(C)2.(d) and Denied Boarding Rule 95(D)4., the passenger chooses to no longer travel because the alternate transportation offered does not meet with the passenger's satisfaction, the carrier will offer a refund equal to the fare and charge paid.
  - (c) If, due to a schedule irregularity not within the carrier's control or a refusal to transport in accordance with Schedule Irregularities Rule 90(C)3.(d) and

- (e) and Refusal to Transport Rule 105(C)1., no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid; or
- (d) If, due to a schedule irregularity not within the carrier's control or a refusal to transport in accordance with Schedule Irregularities Rule 90(C)3.(d) and (e) and Refusal to Transport Rule 105(C)1., a portion of the ticket has been used, the amount refunded to the purchaser will be the one that results in the most generous amount using one of the following methods:
- (i) The difference between the fare paid and the fare for transportation actually used or to be used; or,
  - (ii) Provided that the point where travel terminated was on the passenger's routing as shown on the original ticket and the routing remains unchanged, the passenger will be refunded the difference between the one way fare applicable to the unused transportation from the point where the passenger terminated travel to the destination or next stopover point as named on the ticket or to the point at which transportation is to be resumed less the same rate of discount, (if travel is on a discount fare) that was applied to the original one way fare (including all charges). If the passenger was travelling on a round trip or circle trip ticket, the amount refunded would be based on the rate of discount of one half of the round trip fare; or,
  - (iii) If the point where the passenger terminated travel was not on the routing specified on the ticket, the refund will be based on the lowest applicable fare of any air carrier operating between the point where the passenger terminated travel to the destination or next stopover point named on the ticket or to the point at which transportation is to be resumed.
3. Involuntary refund of tickets shall be made in the currency used to issue the ticket and in the country where the ticket was purchased, whenever possible. However, Canadian dollar refunds or refunds in the currency of the country where the involuntary refund is necessary may be made at the request of the passenger provided a refund in such currency is not prohibited by local government foreign exchange control regulations.

## **(C) Voluntary Refunds**

1. Voluntary refunds will be based on the applicable fare at the time of ticket issuance, and the refund will be made in accordance with any restrictions contained in the applicable fare rule.
2. Voluntary refunds will be made only by the carrier which originally issued the ticket or its authorized agent.

3. If no portion of a ticket has been used, the refund will be full amount of the fare paid less any cancellation fee and/or service charge.
4. If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any cancellation fee and/or service charge.
5. Voluntary refund of tickets shall be made in the currency used to issue the ticket and in the country where the ticket was purchased, whenever possible. However, Canadian dollar refunds or refunds in the currency of the country where the voluntary refund is requested may be made at the request of the passenger provided a refund in such currency is not prohibited by local government foreign exchange control regulations.

## **(D) Time Limit for Requesting a Refund**

Reservation cancelled prior to the ticketed departure time retains ticket value for future travel.

Within the ticket validity and change fee applies.

If the reservation is not cancelled prior to ticketed departure time, rebooking is not permitted and ticket has no value and only unused taxes will be refunded

## **(E) Refunds in the Case of Death**

When transportation is cancelled as a result of the death of the passenger, a member of the immediate family or travelling companion, the refund will apply as follows:

1. Refunds in the case of death are not subject to any restrictions contained in the applicable fare rules.
2. If no portion of a ticket has been used, the amount of refund will be equal to the fare and charges paid.
3. If a portion of the ticket has been used, the refund will be equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used and will not be subject to any cancellation fee and/or service charge.
4. Refunds will only be made upon presentation of the unused coupon(s) and death certificate, or a copy duly executed by the competent authorities (i.e. those designated to issue a death certificate by the applicable laws of the country concerned), in the country in which the death occurred.
5. In the case of death of the passenger, the refund will be made to the estate of the passenger.

## **(F) Jury Duty**

In the event the passenger is called to jury duty or subpoenaed, a full refund will apply upon presentation of jury summons or subpoena. No other document will be accepted.

## **(G) Refusal to Refund**

1. The carrier may refuse to refund the passenger's ticket if that ticket is presented for refund after its validity has expired.
2. For tickets involving international travel, certain countries limit the amount of time the passenger may stay in a particular country without a visa or other official government documentation granting permission to stay for an extended period of time. Accordingly, the refund of unused coupon(s) may be refused, unless the passenger is able to prove that he/she has received government permission to remain in the country or is departing the country on another carrier or by other means of transport.