

TARIFF CONTAINING RULES
APPLICABLE TO SCHEDULED SERVICES
FOR THE TRANSPORTATION OF
PASSENGERS AND BAGGAGE OR GOODS
BETWEEN
POINTS IN CANADA ON THE ONE HAND
AND
POINTS OUTSIDE CANADA ON THE OTHER HAND

ISSUED DATE	ISSUED BY	EFFECTIVE DATE
March 17, 2009	William F. Clark Authorized Issuing Agent for SATA Internacional – Servicios e Transportes Aereos, S.A. 200 Adelaide Street West Suite 011 Toronto, Ontario M5H 1W7	May 1, 2009

CHECK SHEET

Original and revised pages as named below contain all changes from the original tariff, effective as of the date shown thereon:

Page Number	Number of Revision	Page Number	Number of Revision
Title Page	Original	24	Original
1	"	25	"
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**EXPLANATION OF ABBREVIATIONS,
REFERENCE MARKS AND SYMBOLS**

CTA (A)	Canadian Transportation Agency
IATA	International Air Transport Association
No.	Number
\$	Dollar(s)
¢	Cent(s)
(R)	Denotes reductions
(A)	Denotes increases
(C)	Denotes changes which result in neither increases nor reductions
(X)	Denotes cancellation
Hr.....	Hour
Min.....	Minutes
(N)	Denotes addition
CAD	Canadian
N/A	Not Applicable
Cy	Currency
EUR.....	Euro
YYZ	Toronto
YUL	Montreal
PDL	Ponta Delgada
LIS.....	Lisbon
OPO.....	Oporto
FAO.....	Faro
TER.....	Terceira

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SECTION I. GENERAL RULES**RULE 1. DEFINITIONS AND INTERPRETATION****1.1 DEFINITIONS**

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

"Air Crew" means the flight crew and one or more persons who, under the authority of the Carrier, perform in-flight duties in the passenger cabin of an aircraft of the Carrier.

"Air Service" includes a Live Flight and a Ferry Flight.

"Air Transportation Contract" means with respect to International Service, a contract entered into between the passenger and the Carrier for the provision of air service to the passenger and its goods in the form of a reservation and confirming itinerary issued by the carrier or an agent of the Carrier authorized for that purpose, in respect of Cargo, a contract entered into between the Carrier and any person for the carriage of Cargo on a International Service flight.

"ATPCO" means Airline Tariff Publishing Company.

"Air Transportation Regulations" mean the *Regulations Respecting Air Transportation*, SOR/88-58 as amended from time to time, and any substitute regulations prescribed in relation to the subject-matter therein.

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

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

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

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"Baggage" which is equivalent to luggage means such articles, effects and other personal property of the passenger as are necessary or appropriate for wear, use in connection with the passenger trip.

"Baggage Check" means those portions of the ticket which provide for the carriage of passenger(s) checked baggage and which are issued by the carrier as a receipt for passenger(s) checked baggage.

"Baggage Tag" means a document issued by the carrier solely for identification of checked baggage, one portion of which is attached by carrier to a particular article of checked baggage and the other portion of which is given to the passenger.

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

"Canada Transportation Act" or **"CTA"** means the *Canada Transportation Act*, 1996, as amended from time to time.

"Cargo" means goods which are accepted for transport by the Carrier from a person who is not a passenger of the Carrier, or who is a passenger, but who has executed an agreement with the carrier for treatment of the goods as "Cargo", and has paid the rates as agreed upon by the Carrier and the person who has executed the agreement.

"Cargo Service" means the carriage of Cargo by the Carrier in accordance with the terms and provisions of this Tariff on a Trans-border Service or an International Service Flight.

"Carrier" means SATA Internacional – Servicios e Transportes Aereos, S.A.

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

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

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

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“EC Regulation 261/2004” concerns rules for indemnity and assistance to passengers in case of denied boarding and cancellation or considerable flight delays.

"Event of Force Majeure" means an event, the cause or causes of which are not attributable to the willful misconduct or gross negligence of the Carrier, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, epidemic, other acts of God or public enemies, war, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances, (ii) interruption of flying facilities, navigational aids or other services, (iii) any laws, rules, proclamations, regulations, orders, declarations, interruptions or requirements of or interference by any government or governmental agency or official thereof, (iv) inability to procure materials, accessories, government or governmental agency or official thereof, (iv) inability to procure materials, accessories, equipment or parts from suppliers, mechanical failure to the aircraft or any part thereof, damage, destruction or loss of use of an aircraft, confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, or (v) any other cause or circumstances whether similar or dissimilar, seen or unforeseen, which the Carrier is unable to overcome by the exercise of reasonable diligence and at a reasonable cost.

"Fare" or "Fare Class" means the rate charged to a passenger in respect of a particular class of International Service offered by the carrier, from time to time, as more particularly set out in ATPCO.

"Ferry Flight" means the movement of an aircraft without passengers or goods to position the aircraft to perform a flight or upon completion of a flight to position the aircraft to a point required by the carrier.

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

"International Service" means scheduled or non-scheduled air services (excluding Charters) for the transportation of passengers and goods between, from and to points within Canada on the one hand and points outside of Canada on the other hand.

"Itinerary" means, a schedule setting forth the name of the relevant passenger(s), the flight, flight number, class of flight, flight times, as well as the Origin and Destination of the flight issued to a passenger on payment of the appropriate rates and charges in respect of that flight.

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"Live Flight" means the movement of an aircraft with passengers or goods from the point of take-off at the Origin to a point or points of landing thereafter, inclusive of the point of landing at the Destination (immediate technical or fuel landings excepted).

"Montreal Convention" means the *Convention for the Unification of Certain Rules of International Carriage by Air*, signed at Montreal, May 28, 1999.

"No-show" means a passenger that fails to use a confirmed reservation and do not cancel within the time limit required.

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

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

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

"Passenger Liability" means the legal liability of the carrier to any passenger or other person in respect of a passenger, arising from the carrier's operation, ownership or possession of an aircraft, for:

- (a) Injury to or death of persons who are passengers;
- (b) Losses suffered or sustained by a passenger or other person as a result of the Carrier's inability to perform, in whole or in part, the air service contracted for;
- (c) Damage to or loss of goods in the carrier's charge; or
- (d) Losses due to any delay in delivery of any goods in the carrier's charge.

"Person" means an individual, firm, corporation, association, partnership, or other legal entity, as the context requires or otherwise permits.

"Prepaid Ticket Advice" means the notification between offices of a carrier or between carriers that a person in one location has purchased and requested issuance of

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prepaid transportation as described in the authority to another person in another location.

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

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

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

"SDR" means Special Drawing Rights issued by the International Monetary Fund.

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

"Tariff" means this tariff of terms and conditions of carriage applicable to the provision of International and ancillary services thereto.

"Ticket" means the electronic confirmation, or confirmation number, baggage check and accompanying notices that incorporate this contract of carriage. Ticket also means the "Passenger Ticket and Baggage Check" including all flight, passenger and other coupons contained therein, issued by the carrier, which provides for the carriage of the passenger and his baggage.

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

"Warsaw Convention" means the *Convention for the Unification of Certain Rules Relating to International Carriage by Air*, signed at Warsaw, October 12, 1929, as amended, but not including the Montreal Convention as defined above.

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1.2 Currency

All rates and charges published in this Tariff are published in the lawful currency of Canada. Where payment is made in any currency other than Canadian, such payment shall be the equivalent of the Canadian currency amounts published in this Tariff on the basis of local banker's rates of exchange (for the purchase of such foreign currency), as calculated on the date of signing the Air Transportation Contract. For travel originating in other countries, the rates and charges may be published in another currency, as specified.

1.3 Mileage Determination

For the purposes of computing all rates and charges under this Tariff, the mileage to be used, including both Live Flight and Ferry Flight mileage, will be the shortest mileage covering the actual airport to airport great circle distance of the applicable flight, using the following sources in the order set out below or in combination:

- (a) Air Distance Manual published jointly by the International Air Transport Association and International Aeradio Limited;
- (b) IATA Mileage Manual published by the International Air Transport Association;
- (c) And/or combination thereof.

RULE 2. APPLICATION OF TARIFF

2.1 Application

This Tariff shall apply to the traffic and transportation of passengers and goods using aircraft operated by the Carrier in respect of:

- (a) An International Service
- (b) A Cargo Service
- (c) This tariff contains the conditions of carriage and practices upon which the carrier transports and agrees to transport and is expressly agreed to by the passenger to the same extent as if such rules were included as conditions in the

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contract of carriage. Transportation is subject to the rules, fares and charges in effect on the date on which such transportation commences at the point of origin designated on the tickets.

- (d) References to pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.
- (e) The carrier will be responsible for the furnishing of transportation only over its own lines. When any carrier undertakes to issue a ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), such carrier will act only as agent for such other carrier and will assume no responsibility for the acts or omissions of such other carrier.
- (f) No agent, employee or representative of the carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff unless authorized in writing by an officer of the carrier.

2.2 Air Transportation Contract Requirement

No International Service or Cargo Service shall be furnished by the Carrier under the terms of this Tariff unless an appropriate written Air Transportation Contract, in the form prescribed by the Carrier, is executed by the passenger and the Carrier in respect of an International Service and the Carrier and any person in respect of a Cargo Service.

2.3 Incorporation of Tariff into Air Transportation Contract

The contents of this Tariff shall form part of any Air Transportation Contract between the Carrier and a passenger (including with respect to the passenger's goods), between the Carrier and any other person in respect of Cargo Services, and if there is a conflict between this Tariff and that contract, this Tariff shall prevail.

2.4 Conditions of Application

Unless otherwise specified herein, all International Services and Cargo Services provided by the Carrier under this Tariff shall be subject to the rules, rates and charges published or referred to in this Tariff in effect, from time to time, by virtue of the effective date on each page, on the date of signing of an Air Transportation Contract.

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RULE 3. RATES AND CHARGES – INTERNATIONAL SERVICE**3.1 International Service Rates and Charges**

Fares, rates and charges are distributed via ATPCO (Airline Tariff Publishing Company).

3.2 Payment Terms

All fares are due and payable by a passenger on or by twelve o'clock midnight (local time) on the date a reservation in respect of a flight is made by such passenger and on payment in respect of such flight, the Carrier, or an agent of the Carrier authorized for that purpose, shall issue an itinerary to the passenger setting forth the details of the flight. If no changes are made by the passenger prior to travel, the carrier guarantees that the fare paid at the time of booking shall be honored.

3.3 Passenger Cancellation, Change and Refund Terms

Fares may be changeable and cancelable by a passenger up to two (2) hours prior to planned departure of the flight to which such fare relates; provided that, in respect of such change or cancellation, the following information shall apply:

- (a) Flexible Fares are refundable and subject to a \$200.00 CAD cancellation charge. Except within 72 hours of departure and in case of no-show, that fares are no refundable.
- (b) Flexible Fares are changeable and subject to a \$150.00 CAD change fee. In case of upgrade, will be charged fee plus upgrade amount. Exception: within 24 hours to departures and in case of no-show, changes are not allowed.
- (c) Semi-flexible Fares are refundable in 75% and subject to a \$200.00 CAD cancellation charge. Except within 72 hours of departure and in case of No-show, that fares are no refundable.
- (d) Semi-flexible Fares are changeable and subject to a \$200.00 CAD change fee. In case of upgrade, will be charged fee plus upgrade amount. Exception: within 24 hours to departures and in case of no-show, changes are not allowed.
- (e) Discount/Promotional Fares are not refundable and not changeable.

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- (f) The above information (a, b, c, d and e) is published and updated in fares distributed via ATPCO.
- (g) Unless otherwise specified in carrier's tariffs, if a portion of the agreed transportation has been completed, refund will be the difference between the fare, rate or charge paid and the fare, rate or charge applicable to that portion of the agreed transportation completed, less any applicable cancellation charges. Some special fares (some lower fares but also more restrictive) may not be refunded, as stipulated in carrier's tariffs.
- (h) Notwithstanding the above, if, following the first segment of a round-trip fare, the passenger fails to complete the round-trip or second segment of that fare, the round-trip fare shall be non-refundable and non-creditable.
- (i) Notwithstanding the above, the Carrier reserves the right to waive, in whole or part, the payment by any passenger of a cancellation fee or a change fee.

3.4 Carrier Cancellation, Change and Refund Terms

- (a) The Carrier reserves the right to cancel or change the planned departure, schedule, route, aircraft or stopping places of any flight for which fares in respect of a International Service have been paid, at any time and from time to time, for any reason, without notice to any passengers affected thereby and, in connection therewith, the Carrier shall not be liable to any passenger in respect of such cancellation or change, whether or not resulting from an Event of Force Majeure; provided that, the Carrier may and reserves the right, at its sole discretion to provide any passengers affected by such cancellation or change with:
 - (i) A refund or credit of the unused ticket or portion thereof ; or
 - (ii) Onward carriage to the destination or point of stopover named on the ticket, without additional charge to the passenger, as follows:
 1. For a flight interruption en route on the same or another of its own aircraft; or
 2. For other than flight interruption en route on the service of the Original Receiving Carrier (the carrier on whose flight a

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passenger is originally ticketed to be carried from a connection point) ; or

3. Other transportation service(s).

3.5 Excess Baggage Charge

SATA applies CAD 5.00 per Kilo of baggage in excess of baggage allowance (Rule 15), for the international flight between Canada and Portugal.

3.6 Unaccompanied Minor (UM) Charge

When travel is originated in Portugal, it will be applied a charge of EUR 100.00 per UM. When travel is originated in Canada, it will be applied a charge of CAD 150.00 per UM.

For UM acceptance, please see Rule 8 - Acceptance of Children.

RULE 4. PASSPORTS AND VISAS

4.1 RESPONSIBILITY OF PASSENGER

- (a) Each passenger desiring transportation across any international boundary shall be responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through or to which he desires transportation, and unless applicable laws provide otherwise, shall indemnify the carrier for any loss, damage, or expense suffered or incurred by the carrier by reason of such passenger's failure to do so. The carrier shall not be liable for any aid or information given by any agent or employee of the carrier to any passenger in connection with obtaining such documents or complying with such laws, whether given orally or in writing or otherwise; or for the consequences to any passenger resulting from his failure to obtain such documents or to comply with such laws.

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- (b) Subject to applicable laws and regulations, the passenger shall pay the applicable fare whenever the carrier, on Government order, is required to return a passenger to his point of origin or elsewhere due to the passenger's inadmissibility into or deportation from a country, whether of transit or of destination. The fare applicable will be the fare that would have been applicable had the original ticket designated the revised destination on the new ticket. Any difference between the fare so applicable and the fare paid by the passenger will be collected from or refunded to the passenger as the case may be. The carrier will apply to the payment of such fares any funds paid by the passenger to the carrier for unused carriage, or any funds of the passenger in possession of the carrier. The fare collected for carriage to the point of refusal or deportation will not be refunded by the carrier unless the law of such country requires that such fare be refunded.

RULE 5. CAPACITY LIMITATIONS

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

RULE 6. TRANSPORTATION OF A PERSON WITH A DISABILITY

- (i) Definitions

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

"Non-ambulatory" means a person who is not able to move about within the aircraft unassisted and, therefore, always non-self reliant, such as a person who has been paralysed due to a spinal cord injury or due to other medical condition has their limbs affected, requiring transportation on a stretcher or a cabin seat wheelchair.

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"Non-self-reliant" means a person who is not self-reliant.

"Self-reliant" – Except for needs and assistance related to safety, "Self-reliant" means a person who is independent, self-sufficient and capable of taking care of all personal needs during flight, and does not require assistance of a personal nature, such as assistance with eating, using the washroom facilities or administering medication, or assistance from the carrier beyond the range of services that are normally offered by the carrier.

"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 to assist a person with a disability by a professional service animal institution and which is properly harnessed in accordance with standards established by a professional service animal institution.

(ii) (A) Categories:

MEDA - Medical case, medical clearance for air transport is required;

STCR - Stretcher, a person requiring transportation on stretcher;

WCHR - Wheelchair (Ramp), a person requiring a wheelchair to/from aircraft (steps or finger) but who can ascend and descend steps and move in the aircraft cabin;

WCHS - Wheelchair (Steps), a person requiring a wheelchair to/from the aircraft and must be carried up and down the steps or finger who cannot ascend and descend steps, but who can move in the aircraft cabin;

WCHC - Wheelchair (Cabin Seat), a person requiring a wheelchair to and from the aircraft and must be carried up and down the steps or finger and to and from his seat;

BLND - Blind, a person with this disability may require service animal;

DEAF - Deaf, a person with this disability may require service animal;

LEGL - Leg rest needed for left leg, a person who is unable to bend his left leg (needs to keep it straight);

LEGR - Leg rest needed for right leg, a person who is unable to bend his right leg (needs to keep it straight);

LEGB - Leg rest needed for both legs, a person who is unable to bend both legs. Transportation on stretcher (STCR) is required.

(B) Acceptance subject to prior medical clearance

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The following particular cases are subject to prior medical clearance: a person who suffers from any disease which is believed to be contagious; a person who due to an illness, or incapacitation may have or develop a behaviour or physical condition, which could have an adverse effect on the welfare and comfort of other passengers or who might be a risk to the other passengers or to the safety of crew and passengers; when the carriage may cause unusual hazard or risk to the person medical condition; a person needing medical attention, or other medical equipment on board; when a person may not be carried at aircraft standard seat (requires vertical position for landing and take off); babies younger than 7 days and expectant mothers with a pregnancy equal or superior to 36 weeks.

Any of the above information shall be transmitted to the carrier by the passenger, relatives, assistant doctor or delivering carrier. Acceptance for transportation of such cases is subject to a confirmed reservation for the whole journey. The carrier may not accept persons in the conditions above described if considered as a risk to crew, or to the other passengers, or to the safety of the flight; or due to aircrafts restrictions.

(C) Acceptance of declaration of self-reliance

Except for safety-related matters, 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 there is a lack of a personal attendant or based on the assumption that the passenger may require additional attention from airline employees to assist with 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.

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(D) Acceptance of a person with a disability

Persons with a disability will be accepted for transportation as outlined below:

Disability	Personal Attendant Required
Blind	No (*)
Deaf	No (*)
Blind and Deaf	Yes
Intellectual/Self-reliant	No (*)
Intellectual/Non-self-reliant	Yes
Ambulatory/Self-reliant	No (*)
Ambulatory/Non-self-reliant	Yes
Non-ambulatory	Yes

When a personal attendant is required, he/her must be at least 18 years old, and have paid an adult fare and be capable of assisting the person with a disability during all the trip.

(*)Except in cases where such passengers are travelling in group (for each group of 10 passengers, 1 personal attendant is required).

The carrier will make its best effort to accommodate passengers with a disability, except in cases where the number of such passengers traveling on a given flight exceeds the carrier's limitations per aircraft (A310-300). Limitations here described result from impositions related to flight security especially to emergency evacuation. The carrier limits were established according to the total number of cabin crew members on board each aircraft and in accordance with the number of people with a disability that will be able to move towards the emergency exits and those who will need assistance to leave the aircraft in case of emergency. Therefore, the acceptance of a person requiring a cabin seat wheelchair, transportation on a stretcher or babies in incubators is limited to 9 situations per flight. The transportation of a stretcher or incubator is also limited to 3 available positions per aircraft.

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- (C) The carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the carrier that his/her mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance, unless he/she is accompanied by an attendant who will be responsible for caring for him/her en route and, with the care of such an attendant, he/she will not require attention or assistance from employees of the carrier beyond the services normally provided by the carrier. (See Rule (7) (ix) Guidelines on Services to be Provided to Persons with Disabilities).
- (iii) Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows.
- (iv) Reservations should be made at least 48 hours in advance of travel, advising the carrier as to the nature of the disability and assistance required, so that arrangements can be made. The carrier will make every effort to accommodate passengers who fail to make reservations 48 hours in advance.
- (v) In addition to the regular free baggage allowance, the carrier will accept the following items as priority checked baggage without charge:
- (A) an electric wheelchair, a scooter or a manually operated rigid-frame wheelchair;
 - (B) a manually operated folding wheelchair;
 - (C) a walker, a cane, crutches or braces;
 - (D) any device that assists the person to communicate better; and
 - (E) any prosthesis or medical device.
- (vi) The assembling and disassembling of mobility aids is provided by the carrier without charge.
- (vii) 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 as having been trained by a professional service animal institution, to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat.
- (viii) Should injury to or death of a service animal result from the fault or negligence of the carrier will undertake to provide expeditiously, and at its own expense, for medical care, or replacement of the animal.

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- (ix) If a mobility aid is damaged or lost, the carrier will immediately provide a suitable temporary replacement without charge. If a damaged aid can be repaired, the carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible. If a damaged aid cannot be repaired or is lost and cannot be located, the carrier will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.
- (x) Guidelines on Services to be Provided Persons with Disabilities

The carrier will ensure that services are provided to persons with disabilities when a request for such services is made at least 48 hours prior to departure and will make reasonable efforts to accommodate requests not made within this time limit. Services to be provided upon request will include:

- assisting with registration at the check-in counter;
- assisting in proceeding to the boarding area;
- assisting in boarding and deplaning;
- assisting in stowing and retrieving baggage;
- assisting in moving to and from an aircraft lavatory;
- assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
- transferring a person between the person's own mobility aid and a mobility aid provided by the carrier;
- transferring a person between a mobility aid and the person's passenger seat;
- providing limited assistance with meals and inquiring periodically during a flight about a person's needs; and
- briefing individual passengers with disabilities and their escorts on emergency procedures and the layout of the cabin.

Acceptance of Mobility Aids

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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.

Where space permits, the carrier will, without charge, permit the person to store small aids in the passenger cabin during the flight.

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

Boarding and Deplaning

Persons with disabilities needing assistance will be boarded separately (normally prior to all other passengers) and disembarked separately (normally after all other passengers). If requested, the carrier and airport authorities will make arrangements for assisting persons with disabilities with outbound/inbound governmental clearance and with baggage delivery.

Communication of Information

The carrier will ensure that instructions relating to special handling requests from persons with disabilities are passed on to the cabin crew along with other special instructions. A list of the services that the operator had undertaken to provide at the time of reservation will also be transmitted to the personnel assisting such persons.

Announcements to passengers concerning stops, delays, schedule changes, connections, onboard services and claiming of baggage will be made both visually and verbally to persons with disabilities who request such a service.

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Inquire Periodically

When persons in wheelchairs who are not independently mobile are waiting to board an aircraft, the carrier and airport or ground handling staff will inquire periodically about their needs.

Seating Assignment

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.

The carrier will provide appropriate seating for persons with disabilities. However, such seating must not be in an emergency exit row, which is defined as a row that provides direct access to an exit without going into an aisle.

Persons with disabilities and their attendants will, if they so request, be seated together or in other seating arrangements of their choice.

Written Confirmation

Whenever possible, the carrier will indicate in the record of a person's reservation any services that it will provide to that person, and will also supply a written confirmation of such services.

RULE 7. REFUSAL TO TRANSPORT

- (a) The carrier may reserve the right to refuse to transport or may remove from any flight any passenger for any reason, including but not limited to the following:
- (1) **For security reasons.**
 - (2) **Search of Passenger or Property** – if a Passenger refuses to permit search of his/her person or property for explosives or a concealed, deadly or dangerous weapon or article.
 - (3) **Proof of Identity/Age** – If a Passenger refuses to provide proof of age or identity as requested by the carrier, the carrier may, at its discretion and at

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any time, refuse to transport the Passenger. In addition, when a passenger is travelling on a fare which has a particular age requirement for qualification, proof of age may be required. Acceptable forms of proof of identity are a valid driver's licence, birth/baptismal certificate, passport or provincial health care card. Failure to provide proof as requested constitutes grounds for refusal to transport.

(4) **Travel Documentation Requirements** – The carrier will refuse to transport any passenger who in the carrier's opinion:

- (a) The travel documents of such passenger are not in order;
- (b) Such passenger's entry into, transit through or embarkation from Canada or any other point would be unlawful.

(6) **Passenger's Conduct/Behavior:**

The Carrier may impose sanctions on any person who engages in or has engaged in any conduct or behavior on the Carrier's aircraft, or to the knowledge or reasonable belief of the Carrier, on any airport property or other carrier's aircraft, that the carrier determines, in its reasonable judgment, may have a negative effect on the safety, comfort or health of that person, passengers, the Carrier's employees or agents, aircrew or aircraft or the safe operations of the Carrier's aircraft (the "Prohibited Conduct").

A. Examples of Prohibited Conduct that could give rise to the imposition of sanctions include:

- i. significant impairment arising from the consumption or use of alcohol or drugs prior to boarding or while on board an aircraft of the Carrier;
- ii. engaging in belligerent, lewd or obscene behavior toward a passenger or employee or agent of the Carrier;
- iii. threatening, harassing, intimidating, assaulting or injuring a passenger or employee or agent of the Carrier;
- iv. show a mental or emotional instability;
- v. tampering with or willfully damaging an aircraft, its equipment or other property of the Carrier;
- vi. failing to comply with all instructions, including all

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- instructions to cease Prohibited Conduct, given by the Carrier's employees;
- vii. refuse to comply with the carrier instructions, including the check-in after the acceptance time limit;
 - viii. unauthorized intrusion or attempted intrusion onto the flight deck of an aircraft;
 - ix. smoking or attempted smoking in an aircraft;
 - x. wearing or carrying dangerous or deadly weapons on aircraft (other than on duty escort or peace officers who have complied with the Carrier's guidelines);
 - xi. present visible signs of illness, or due to their aspect, behaviour or mental condition, may importune the other passengers, unless a curtain or a similar device can be installed and reduce the inconvenient;
 - xii. need any kind off special treatment or assistance during the flight, unless they are escorted.

B. The sanctions the Carrier may impose on a person may be any one or combination of the following:

- i. written or verbal warning;
- ii. refusal to permit boarding of an aircraft;
- iii. removal from an aircraft at any point;
- iv. requiring the person, to undertake in writing to refrain from repeating the Prohibited Conduct in question and from engaging in any other Prohibited Conduct as a prerequisite to further travel with the Carrier during the probationary period that will not normally exceed one year;
- v. refusal to transport the person on a one time basis, for an indefinite period or permanently, as determined by the Carrier.

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The Carrier reserves the right, in its reasonable discretion, to impose the sanction or sanctions it considers appropriate in the circumstances of each case considering the severity of the Prohibited Conduct. Prohibited Conduct described in paragraphs A iii, iv, vi, or viii will usually entail the imposition of an indefinite or permanent ban from travel with the Carrier. The Carrier's customer care staff, security staff, airport customer service staff and aircrew are individually authorized in their reasonable discretion to impose sanctions described in paragraphs B i, ii, or iii above. Members of the Carrier's customer care and security departments are authorized in their reasonable discretion to impose sanctions described in paragraphs B iv or v above and will review the circumstances of each case prior to their imposition of any such sanctions. The Carrier will provide a person with written notice of the imposition of a sanction under paragraphs B iv or v above.

Any person who is given a sanction pursuant to paragraph B v. may respond in writing to the Carrier with reasons why the Carrier should remove the sanction. The Carrier may remove a sanction imposed on a person pursuant to paragraph B v, if, in the Carrier's reasonable discretion, and considering the person's previous conduct, the Carrier determines that the person will not engage in further Prohibited Conduct and the Carrier will communicate its decision to the person within a reasonable time.

Despite anything written elsewhere in this tariff the Carrier's sole liability to a person whom the Carrier refuses to carry following an incident of Prohibited Conduct is to provide a refund to the person of the unused portion or portions of the person's fare.

C. Liability of Carrier for Refusing Carriage of a Passenger

Except as otherwise provided for in this Rule 8 and to the extent permitted by law, the Carrier shall not be liable to any passenger or other person for refusing to board or transport that passenger or any person on an aircraft of the Carrier or for otherwise removing a passenger from the aircraft at any point in the flight; nor shall the Carrier be liable to any of the passengers or other person for exercising its discretion not to refuse to board or transport or remove any passenger or other person on or from the aircraft.

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RULE 8. ACCEPTANCE OF CHILDREN

- (a) Accompanied - Children under 12 years of age are accepted for transportation when accompanied by an adult with at least 18 years of age (except when his or her parents are less than 18 years old), fully capable of taking care of the minor during their entire trip (including check-in, and customs formalities, changing aircrafts, transit, etc.).
- (b) Unaccompanied – Acceptance of unaccompanied minors older than 5 (incl.) and younger than 11 years (incl.) implies the payment of a charge, as mentioned in 3.6 – Unaccompanied Minor Charge. In case of children older than 3 months and younger than 5 years (older than 5 years if requested by parents or guardian) an additional hostess is required (acceptance is possible if availability of assignment) and this service implies the payment of a surcharge equivalent to an one way adult full fare. This charge is due for each child and for all stretches that the additional hostess is assigned. Besides this, an adult fare ticket shall be issued for child.
Unaccompanied minors will be accepted on flights providing:
- the child is brought to the airport by a parent or responsible adult; the child has satisfactory evidence establishing his age on the date of commencement of carriage; the child possesses written information showing the name and address of the responsible adult meeting the child at transit, stopover or destination station; and prior to releasing custody of an unaccompanied child, the agent will obtain positive identification of the responsible party meeting the child and the signature of the said party.
- (c) The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

RULE 9. LIMITATION OF LIABILITY - PASSENGERS

- (a) For travel governed by the Montreal Convention - For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.
- (b) For travel governed by the Warsaw Convention - Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage", as defined by the Warsaw Convention.
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However, the carrier with respect to all international transportation, as defined in the said Convention, performed by it, agrees that the limit of liability for each passenger for death or wounding or other personal injury shall be limited to proven damages not to exceed the sum of SDR 100,000 exclusive of legal fees and cost.

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

**RULE 10. LIMITATION OF LIABILITY FOR BAGGAGE OR GOODS AND
EXCESS VALUATION CHARGES**

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

(b) For travel governed by the Warsaw Convention - Carrier liability for the loss of, damage to or delay in the delivery of any personal property, including baggage which are carried as checked baggage and goods, is limited to the sum of 250 francs per kilogram, unless the passenger or charterer, at the time of presenting such baggage or goods for transportation, has declared a higher value and paid an additional charge in accordance with the provisions of this Rule.

As regards objects of which the passenger takes charge himself the liability of the carrier is limited to 5,000 francs per passenger.

In the case of loss, damage or delay of part of property carried as checked baggage, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the property lost, damaged or delayed. Nevertheless, when the loss, damage or delay of a part of the property affects the value of other property covered by the same baggage check, the total weight of the property covered by the baggage check shall also be taken into consideration in determining the limit of liability.

The monetary unit referred to in this Rule shall be deemed to refer to the gold franc referred to in the Carriage by Air Act, R.S. c. C-26. For the purpose of settlement of claims and in the event of an action against the carrier, any sum in francs shall be converted into Canadian dollars by:

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- (a) converting francs into Special Drawing Rights at the rate of one Special Drawing Right for 15.075 francs; and
- (b) converting Special Drawing Rights into Canadian dollars at the rate established by the International Monetary Fund.

The rate of exchange for converting Special Drawing Rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the carrier is ascertained by a court or, in the event a settlement is agreed between carrier and claimant, on the date settlement is agreed.

NOTE: At the time of filing of this tariff provision, 250 francs convert to approximately CAD \$30.00 and 5000 francs convert to approximately CAD \$600. These converted values are provided for general reference only. Carrier's liability will be calculated for each claim individually, based on the formula set out in this Rule.

If the passenger or charterer does elect to declare a higher value an additional charge shall be payable and the carrier's liability will not exceed the higher value declared. The additional charge shall be calculated as follows:

- (a) The amount of the carrier's liability calculated in accordance with the parts of this Rule set out above shall be referred to as "basic carrier liability";
- (b) No charge shall be payable on that part of the declared value which does not exceed basic carrier liability;
- (c) For that part of the declared value which does exceed basic carrier liability, a charge shall be payable at the rate of CAD \$1, 50 for each CAD \$100.00 or fraction thereof.

Whether the passenger or charterer declares value or not, in no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

In the case of damage or partial loss, the person entitled to delivery must complain to the carrier forthwith after discovery of the damage or partial loss, and, at the latest, within seven days from the date of receipt of the baggage. In the case of delay, the complaint must be made at the latest within twenty one days from the date on which the baggage has been placed at his disposal. In the case of loss, the complaint must be made at the latest within 30 days from the date the baggage should have been delivered. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be

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dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action shall lie against the carrier.

In case of delayed baggage, the carrier shall reimburse the passengers for the acquisition of first need articles - interim expenses, in accordance with the following conditions:

- (a) Passengers have lost all their baggage or in case of partial loss if it is proved that the missing baggage have first necessity articles (personal hygienic articles, some clothes, etc.); and
- (b) Passengers leaving far from the airport where the baggage irregularity occurred; and
- (c) The cash advance may not be superior to the amount paid in case of permanent loss; and
- (d) Against presentation of the invoice or receipt of all purchases.

The expenses made when buying first necessity articles, will be reimbursed up to the following limits:

- (a) Lost for more than 24 hours (or less when a night is involved) – EUR 60,00;
- (b) From the 2nd until the 4th day – EUR 30,00 each day;
- (c) Up to a maximum of EUR 150, 00.

In case of total loss, the interim expenses value will be deducted from the final value to be paid.

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. - See Rule 6 (viii).

RULE 11. LIMITATION OF LIABILITY FOR ANIMALS

Small domestic animals (dogs, cats, etc.) can be accepted for transportation in the cargo compartment of the aircraft.

Animals can be accepted as checked baggage, in the same flight the passenger is, only with prior information of liability exclusion from the carrier and respective passenger signature, and under the following conditions:

- Pre-notification to the carrier and confirmation from the airline;

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- That the animal is kept in a suitable container adequate for transportation (container made of hard material , leak escape and claw proof), large enough for the animal stand upright, turn and lie down in a natural manner, but doesn't permit the animal to escape neither access to the outside (animal foot, nose or tail);
- That the animal is healthy, clean and harmless. Pregnant females are not accepted;
- Present all health certificates and other documentation required for the countries en route.

The applicable normal excess baggage tax will be paid, for the animal weight plus the container weight, even if the free baggage allowance is not reached.

In case the passenger has excess of checked baggage and transports an animal, each excess baggage should be paid in separate.

SECTION II. TICKETS

RULE 12. TICKETS

- (a) The term ticket means the electronic confirmation generated by the carrier's central reservations system, or confirmation number, baggage check, boarding passes and any document designated by the carrier as a ticket and accompanying notices that incorporate this contract of carriage.
- (b) The ticket forms the contract of carriage between the passenger and the carrier.
- (c) No person shall be entitled to transportation except upon presentation of a valid ticket, or a confirmation number and acceptable identification.
- (d) Tickets are not transferable and the carrier is not liable to the owner of the ticket for honouring or refunding such ticket when presented by another person.
- (e) The ticket will be issued after passenger has paid the applicable fare or has complied with credit arrangements established by the carrier.
- (f) A ticket is not valid for transportation unless it has been properly validated.

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- (g) When validated the ticket is good for carriage from the airport at the place of departure to the airport at place of destination via the route shown therein and for the applicable class of service.
- (h) Flight coupons will be honoured in sequence from the place of departure as shown on the passenger coupon.
- (i) Validity of tickets.
1. The ticket is valid for one year from date of commencement of travel, or, if no portion of the ticket is used, one year from the date of issue, except if otherwise specified in carrier's tariffs.
 2. Where one or more portions of a ticket involves an excursion or other special fare having a shorter period of ticket validity than indicated above, such shorter period of validity shall apply only in respect to such excursion or special fare transportation.
 3. For partly used tickets, the period of validity of any new ticket issued for revised routing will be limited to the expiry date that would have been applicable had the new ticket been issued on the date of sale of the original ticket
 4. For totally unused tickets submitted for rerouting, the period of validity of new ticket issued in exchange for the unflown coupons will be one year from the new date of commencement of flight travel or if no portion of the ticket is used, one year from the date of new ticket issue.
- (j) Absence or Loss of Ticket.
1. In case of loss or non-presentation of the ticket or the applicable portion thereof, carriage will be furnished if passenger purchase another ticket at the current applicable fare for the carriage to be performed.
 2. Notwithstanding the foregoing: Carrier will issue at the passengers request a new ticket to replace the lost one upon receipt of proof of loss satisfactory to carrier, and if the circumstances of the case in carriers opinion warrant such action, provided that the passenger agrees, in such form as may be prescribed by carrier, to indemnify

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carrier for any loss or damage which carrier may sustains by reason thereof.

SECTION III. RESERVATIONS

RULE 13. CONFIRMATION OF RESERVED SPACE

A reservation of space on a given flight is valid when the availability and allocation of such space is confirmed by the carrier to a person subject to payment or other satisfactory credit arrangements. A passenger with a valid confirmation number reflecting reservations for a specific flight and date on the carrier is considered confirmed, unless the reservation was cancelled due to one of the reasons indicated in Rule 14. The carrier does not guarantee to provide any particular seat on the aircraft.

Notwithstanding the foregoing:

- (a) A ticket will be valid only for the flights (s) for which reservation (s) shall have been made, and only between the points named on the ticket or applicable flight coupons. A passenger holding an unused open-date ticket or portion thereof for onward travel, or who wishes to change his ticketed reservation to another date, shall not be entitled to any preferential right with respect to the obtaining of a reservation.
- (b) Reservations shall be tentative unless and until carrier has issued a validated ticket for the carriage for witch space is reserved. Carrier will cancel a reservation at any time without notice on the failure of the passenger to purchase a ticket for the space reserved
- (c) Reservations must be made and ticket issued as specified in each carrier's tariff.
- (d) Cancellation of continuing space: if passenger fails to occupy space which has been reserved for him/her, carrier will cancel all other reservations held by such passenger for continuing or return space. Carrier is not liable for such cancellation but carrier will refund in accordance with stipulated in Rule 3, "Passenger Cancellation, Changes and Refunds".

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SECTION IV. FARES AND ROUTINGS**RULE 14. APPLICATION OF FARES AND ROUTINGS****(a) General**

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

(b) Currency

All fares and charges are stated in the currency of the country from which the passenger will initiate travel.

(c) Fare Changes

The carrier's fares are changed from time to time, subject to the applicable government filing requirements for the countries involved.

(d) Connecting Flights

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

(e) Stopover

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

(f) Routing

A fare applies only to:

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

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(g) **Infants**

One infant under 2 years of age not occupying a seat and when accompanied by an adult with at least 18 years of age will be transported without charge. A birth certificate is required for all infants under age 2.

SECTION V. BAGGAGE AND CARGO

RULE 15. ACCEPTANCE OF BAGGAGE AND CARGO

(a) **Baggage**

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

- (1) All baggage must be suitably externally identified and packed in suitcases or in similar containers in order to ensure safe and convenient carriage with ordinary care and handling. Fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities or other valuables, samples of business documents, unique documents, electronic equipment such as audio/video, medical equipment, etc, shall not be accepted as checked baggage. The carrier shall not be liable for loss, damage or delay in the delivery of such articles when they are included in the checked baggage.
- (2) The free baggage allowance is the limit in weight of baggage that a passenger can check to be transported in the cargo compartments of the aircraft without extra cost. For economy class passengers will be allowed to check a maximum total weight of 50 kg. The maximum total weight for each piece of baggage shall not exceed 30 kg.
- (3) The free baggage allowance can also be established by the class of service paid. For executive class passengers (and for Goldsky frequent flyer passengers, when travelling in economy class) will be allowed to check a maximum total weight of 55 kg. The maximum total weight for each piece of baggage shall not exceed 30 kg.
- (4) For baggage weight in excess, a fixed rate shall be charged, as mentioned in 3.5 - Excess Baggage Charge .

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- (5) Transportation of sport equipments are subject to pre-reservation, at least 48 hours in advance, and confirmation by the carrier. Sport equipments are accepted under special regulation.
- (6) Passengers will be allowed to carry one piece of hand baggage into the cabin of the aircraft provided that such baggage does not exceed:
- Executive Class - 56cmsX45cmsX25cms in dimensions and 10 kg in weight;
 - Economy Class - 55cmsX40cmsX20cms in dimensions and 6 kg in weight.

Articles of baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons or property are likely to be damaged by air carriage, are unsuitably packed, or the carriage of which would violate the laws, regulations, or orders of countries or possessions to be flown from, into, or over.

If the weight, size or character renders it unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry the passenger's baggage or goods or any part thereof. The following articles will be carried only with prior consent of the carrier:

Firearms of any description - firearms for sport purposes will be carried as baggage provided the passenger possesses the required permit/license and, provided that such firearms are disassembled or packed in a suitable case.

Munitions and other dangerous articles which easily ignite may also be refused or subject to special acceptance rules.

Pets including, dogs, cats and birds, when properly crated in leak proof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals may be carried in the cargo compartment of the airplane.

(d) Cargo

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

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- (1) The liability of the carrier in respect of loss of, or damage to, goods, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the according the limitation of liability expressed in the Warsaw Convention and the Warsaw-Hague text of 250 francs per kilogram (Poincaré franc) and, for reference purposes, 17 SDR as amended by the Montreal Protocol n.º4 and in the Montreal Convention converted into national currencies by reference to the IMF's conversion rates.
- (2) Liability of the carrier is limited according the paragraph above except when the shipper declares a value for carriage.
- (3) For convention carriage, the different liability regimes determine the time limit within which the notice of claims must be sent to the carrier. If claims involve non-convention international carriage, reference should be made to the law applicable to the contract of carriage and the terms of the air waybill to identify who should send the written notice.

Under the Warsaw Convention, the person entitled to delivery must send his notice within seven (7) days of receipt of damaged cargo; in case of delay, the notice must be sent within fourteen (14) days from the date when the cargo has been placed at the disposal of the person entitled to delivery. (Warsaw Convention, article 26.2)

Under the Warsaw-Hague text and Montreal Convention the period is fourteen (14) days for damaged cargo and twenty-one (21) days for delay. (Warsaw-Hague text, article 26.2; Montreal Convention, article 31)

Where cargo has been lost, the international liability regimes do not specify that notice must be sent within a particular time limit. In such cases, as well as in cases involving non-convention international carriage, the terms and conditions of the air waybill should be applied – one hundred and twenty (120) days.

Notwithstanding the foregoing:

- (1) The carrier shall have the right, but not the obligation, to make such inspections of cargo as it deems necessary or appropriate, with or without

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the shipper's consent or knowledge. The existence or exercise of such right shall not be construed as an agreement, expressed or implied, by the

carrier to carry such cargo as would otherwise be precluded from carriage in accordance with this tariff.

- (2) The carrier shall not be liable for any damage to any cargo resulting from exposure to electro-magnetic x-ray or fluoroscopic metal or other detecting devices as a result of any such inspections.
- (3) All cargo presented for carriage shall be crated or otherwise suitably enclosed and be of weight, size and character that is suitable for carriage on the aircraft.
- (4) Live animals are not accepted as Cargo on all international flights.
- (5) **Perishable goods** shall be properly packed by the shipper to prevent damage or deterioration in flight. The carrier shall not be liable for any loss, damage, deterioration or destruction of perishable goods regardless of its cause, including loss, damage, deterioration or destruction resulting from delay in departure or enroute.
- (6) **Non-acceptance by Consignee** – where any goods are refused by the consignee, or effective arrangements have not been made by the shipper for the consignee to accept goods at the destination, or where instructions for disposal cannot be obtained from the shipper or consignee, or where there is danger that the goods shall become worthless because of delay in transit or delivery or non-delivery, the carrier shall without prior notice, dispose of the goods upon such terms as shall appear fit and proper to the carrier from and against any and all costs of disposal, delivery or storage thereof.
- (7) **Refusal of Carriage** – the carrier shall refuse to carry or shall remove enroute any cargo when:
 - (A) Such cargo:
 - will endanger the safety of the aircraft, crew, other cargo, passengers or baggage;

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- is shipped contrary to any applicable laws, regulations or orders of any place to be flown from, into or over;

- is liable to cause damage to the aircraft or to baggage or other cargo, or injury to persons onboard the aircraft;
- is likely to be damaged by air carriage;
- is improperly packed or otherwise defective.

(B) The weight, size or character of the cargo is unsuitable for carriage on the aircraft.

SECTION VI. DELAYS, CANCELLATION AND REFUNDS

RULE 16. RESPONSIBILITY FOR SCHEDULES AND OPERATIONS

Applicable to / from Canada, the carrier fully complies EC Regulation 261/2004 dated 11th February 2004, published in the 17th February 2005, in what concerns rules for indemnity and assistance to passengers in case of denied boarding and cancellation or considerable flight delays.

Delays

When the carrier reasonably expects a flight to be delayed beyond its scheduled time of departure:

1. for two hours or more in the case of flights under 1500 kilometres; or
2. for three hours or more in the case of all intra-Community flights of more than 1500 kilometres, and for all other flights between 1500 and 3500 kilometres; or
3. for four hours or more in the case of all flights not falling under (1) or (2),

The carrier will offer to the passengers, free of charge:

- . meals and refreshments in a reasonable relation to the waiting time;
- . two telephone calls, fax messages or e-mails.

When an overnight stay becomes necessary, in addition to the assistance described above, the carrier will offer:

- .hotel accommodation;

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.transport between the airport and place of accommodation (hotel or other).

When the delay is at least five hours, the passenger may decide not to travel on the delayed flight, in addition to the meals and communications assistance described above,

the carrier will offer: reimbursement within seven days (in cash, by electronic bank transfer, bank orders or bank cheques or, with the passenger signed agreement, travel vouchers and/or other services) of the full cost of the ticket, at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity.

The carrier will offer the assistance described above. However, care for passengers awaiting a delayed or an alternative flight may be limited or declined if the provision of the care would itself cause further delay.

Cancellations

If a flight is cancelled, the carrier will offer to passengers:

1. A choice between:

- a) reimbursement within seven days (in cash, by electronic bank transfer, bank orders or bank cheques or, with the passenger signed agreement, travel vouchers and/or other services) of the full cost of the ticket, at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity; or
- b) re-routing, under comparable transport conditions, to the final destination, at the earliest opportunity; or
- c) re-routing, under comparable transport conditions, to the final destination at a later date at your convenience, subject to availability of seats.

2. And will offer to the passengers, free of charge:

- . meals and refreshments in a reasonable relation to the waiting time;
- . two telephone calls, fax messages or e-mails.

3. In the event of re-routing in connection with the cancelled flight, when an overnight stay becomes necessary, in addition to the assistance described above, the carrier will offer:

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- . hotel accommodation;
- . transport between the airport and place of accommodation (hotel or other).

4. Except when:

Passengers were informed of the cancellation at least two weeks before the scheduled time of departure; or

Passengers were informed of the cancellation between two weeks and seven days before the scheduled time of departure and are offered re-routing, allowing passengers to depart no more than two hours before the scheduled time of departure and to reach their final destination less than four hours after the scheduled time of arrival; or

Passengers were informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival; or

The carrier can prove that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken,

Passengers are entitled to compensation as follows:

- (a) EUR 250 (approximately \$397,00 CAD) for all flights under 1500 kilometres;
- (b) EUR 400 (approximately \$635,00 CAD) for all intra-Community flights of more than 1500 kilometres, and for all other flights between 1500 and 3500 kilometres;
- (c) EUR 600 (approximately \$953,00 CAD) for all flights not falling under (a) or (b).

When is offered re-routing to passengers final destination on an alternative flight and the arrival time of the re-routed flight does not exceed the scheduled arrival time of the flight originally booked:

- a) by two hours, in respect of all flights of 1500 kilometres or less; or
- b) by three hours, in respect of all intra-Community flights of more than 1500 kilometres and for all other flights between 1500 and 3500 kilometres; or
- c) by four hours, in respect of all flights not falling under (a) or (b) of this paragraph, the carrier will reduce the compensation described above by 50%.

For the above purposes, “final destination” means the destination on the ticket presented at the check-in counter, or, in the case of directly connecting flights, the destination of the

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last flight of the same ticket; alternative connecting flights available shall not be taken into account if the original planned arrival time is respected.

RULE 17. REFUNDS

(a) **Voluntary Cancellations**

If a passenger decides not to use the ticket and cancels the reservation, the passenger may not be entitled to a refund, depending on any refund condition attached to the particular fare.

(b) **Involuntary Cancellations**

In the event a refund is required because of the carrier's failure to operate or refuse to transport a passenger on a flight, the refund will be made as established in Rule 17 and to Rule 19 of this tariff.

RULE 18. DENIED BOARDING COMPENSATION

Denied boarding is a refusal by an airline to carry a passenger on a flight, when the passenger has presented him or herself for check-in as stipulated and at the time indicated in advance and in writing or electronically, or, if no time is indicated, not later than 45 minutes before the published departure time, except when there are reasonable grounds to deny boarding, such as reasons of health, safety, security or inadequate travel documentation.

Before denying boarding for a flight the carrier will call for volunteers to surrender their reservations, in return for benefits under conditions to be agreed. Assistance should also be offered as described below as appropriate.

If an insufficient number of volunteers come forward, and the carrier denies boarding to a passenger against his will, the carrier will provide compensation to the passenger, as follows:

- a) EUR 250 (approximately \$397,00 CAD) for all flights under 1500 kilometres;
- b) EUR 400 (approximately \$635,00 CAD) for all intra-Community flights of more than 1500 kilometres, and for a all other flights between 1500 and 3500 kilometres;
- c) EUR 600 (approximately \$953,00 CAD) for all flights not falling under (a) or (b).

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When the passenger is offered re-routing to his final destination on an alternative flight and the arrival time of the re-routed flight does not exceed the scheduled arrival time of the flight originally booked:

- a) by two hours, in respect of all flights of 1500 kilometres or less; or
- b) by three hours, in respect of all intra-Community flights of more than 1500 kilometres and for all other flights between 1500 and 3500 kilometres; or
- c) by four hours, in respect of all flights not falling under (a) or (b) of this paragraph, the carrier will reduce the compensation described above by 50%.

In determining the distance, the basis shall be the last destination at which the denial of boarding will delay the passenger's arrival after the scheduled time.

In addition, the carrier will offer to the passenger the following:

1. A choice between:

- a) reimbursement within seven days (in cash, by electronic bank transfer, bank orders or bank cheques or, with the passenger signed agreement, travel vouchers and/or other services) of the full cost of the ticket, at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to your original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity; or
- b) re-routing, under comparable transport conditions, to your final destination, at the earliest opportunity; or
- c) re-routing, under comparable transport conditions, to your final destination at a later date at your convenience, subject to availability of seats.

And the carrier will offer to the passenger, free of charge:

- a) meals and refreshments in a reasonable relation to the waiting time;
- b) hotel accommodation in cases where a stay of one or more nights becomes necessary, or where a stay additional to that intended by the passenger becomes necessary;
- c) transport between the airport and place of accommodation (hotel or other); and
- d) two telephone calls, fax messages or e-mails.

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RULE 20. CHECK-IN REQUIREMENTS

In addition to any other check-in requirements set out in this tariff, the following check-in requirements must be complied with:

- Check-in Intercontinental flight..... 2h00min.
- Boarding gate30min.

A passenger must have obtained his/her boarding pass and checked any baggage by the check-in deadline above and must be available for boarding at the boarding gate by the deadline shown above. Failure to meet these deadlines may result in the loss of the passenger's assigned seat or the cancellation of the passenger's reservation.

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