Carrier: EW Discover - 4Y

#### Document Version No. 17

Issue Date: October 01, 2024 Effective Date: October 02, 2024

Issue and Effective Dates noted are applicable to the entirety of the tariff except as noted within specific Rule(s). Rule(s) applicable exclusively within the USA or points between the USA and Area 1/2/3 are effective immediately.

**Title Page** 

Airline Tariff Publishing Company, Agent International Passenger Rules and Fares

Tariff No. 4Y1

Containing Local Rules, Fares & Charges on Behalf of

EW Discover GmbH

Applicable to the Transportation of Passengers and Baggage Between Points in

> Canada/USA and Points in Area 1/2/3

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

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

Issued by: Alex Zoghlin, President

Tariff: 4Y1 Carrier: EW Discover - 4Y CTA No. 573 DOT No. 937

Airline Tariff Publishing Company, Agent

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#### Rule 1 Definitions

Africa means the area comprising all the countries on the continent of Africa, other than Algeria, Egypt, Morocco and Tunisia, but including the following islands: Comoros, Madagascar, Mauritius, Reunion and Seychelles. (refer also to West Africa).

A national means a person who has the citizenship of a country, either by birth or by naturalization.

A resident means a person normally living in a country; provided that a more restricted definition may form part of an agreement reached locally.

Airline designator code means 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. Airlines 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.

"APPR" means the Air Passenger Protection Regulations for flights to, from and within Canada.

Arbitrary or arbitrary amount means an amount published for use only in combination with other fares for the construction of through fares.

Area 1 means all of the North and South American continents; Greenland; Bermuda; Cuba; Haiti; Dominican Republic; Puerto Rico; Jamaica; Netherlands Antilles; Trinidad; Bahamas, Leeward, Virgin and Windward islands; the state of Hawaii; Midway and Palmyra islands.

Area 2 means all of Europe (including that part of the Russian Federation lying west of the Urals) and the adjacent islands; Iceland; the Azores; all of Africa and the adjacent islands

(including Ascension); that part of Asia lying west of and including Iran, Islamic Republic of and all of the middle east.

Area 3 means all of Asia except that portion included in Area 2 above; all of the East Indies; Australia; new

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Zealand; all islands of Indonesia, Melanesia, Micronesia and Polynesia (except Midway and Palmyra islands); Guam islands; Wake Island; Marshall Islands; Mariana Islands (except Guam); Caroline Islands; Society Islands; Fiji Islands; Samoa islands; New Caledonia; Norfolk Island; and Tasmania.

Asia means the area comprised of the South Asian subcontinent and south east Asia.

"ATPDR" means the Accessible Trasportation for Persons with Disabilities Regulations for flights to, from and within Canada.

Australasia - Australia; New Caledonia; New Zealand; new Hebrides; Fiji; Samoa; Cook Islands; Tahiti and the adjacent islands.

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

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

Baggage rules means 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 allowance 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.

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

Banker's buying rate means the rate at which, for the purpose of the transfer of funds through banking channels (i.e. Other than transactions in bank notes, travelers checks and similar banking instruments,) a bank will purchase a given amount of foreign currency in exchange for one unit (or units) of a national currency of the country in which the exchange transaction takes place.

Banker's selling rate means the rate at which, for the purpose of the transfer of funds through banking channels (i.e. Other than transactions in bank notes, travelers checks and similar banking instruments,) a bank will sell 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.

Business class fare means the full fare established for a normal regular or usual service, the application of which is not dependent upon any specifically limited period of ticket validity or other special circumstances. Unless otherwise specified, for the application of the provisions of this tariff, business class fares shall be considered to include all year OW/RT/CT travel.

Calendar week means a period of seven days starting at 12:01 a.m. Sunday and ending at 11:59 p.m. Of the following Saturday; provided that when a carrier offers only once a week service between two points, it shall mean a period of eight days commencing with 12:01 a.m. On the day the flight operates.

Caribbean area means the area comprising Anguilla, Antigua, Aruba, Barbados, Bonaire, Cayman Islands, Cuba, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Nevis, St. Kitts, St. Lucia, St. Martin, St. Vincent, Trinidad and Tobago.

Carriage which is equivalent to transportation, means carriage of passenger and/or baggage by air.

Carrier means any or all of the participating carriers named in this tariff.

Central Africa - Malawi, Zambia and Zimbabwe.

Central America means the area comprising Belize, Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua.

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Checked baggage which is equivalent to registered luggage, means baggage of which carrier takes sole custody and for which carrier has issued a baggage check and baggage (claim) Tag(s).

Check-in deadline means the time limit specified by the carrier by which the passenger must have completed check-in formalities and received a boarding pass.

Child means a person who has reached his/her second birthday but not his/her 12th birthday as of the date of commencement of travel.

Circle trip - Normal fares means travel from a point and return thereto by a continuous, circuitous air route including travel comprising two fare components but which do not meet the conditions of the round trip definition.

Circle Trip - Special Fares means travel from a point and return thereto by a continuous, circuitous air route including travel comprising only two international fare components which do not meet the conditions of the round trip definition.

Civil Aeronautics Board means Department of Transportation.

Civil Aeronautics Board of the United States of America means Department of Transportation.

Conjunction ticket means two or more tickets concurrently issued to a passenger and which together constitute a single contract of carriage.

Consequential damages means damages which are reasonable out of pocket expenses and other provable damages incurred by passenger as the consequence of the loss, damage, or delay in the delivery of such personal property.

Continental U.S.A. means the 48 contiguous federated states and the federal District of Columbia of the United States of America.

Convention means the convention for the unification of certain rules relating to international carriage by air, signed at Warsaw, October 12, 1929, or that convention as amended by the Hague Protocol, 1955, or the Montreal convention whichever may be applicable to carriage hereunder.

Country of commencement of transportation means the country from which travel on the first international sector takes place.

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Country of payment means the country where payment is made by the purchaser to the airline or its agent; payment by cheque, credit card or other banking instruments shall be deemed to have been made at the place where such instrument is accepted by the airline or its agent.

Date of transaction means the date of issuance of the ticket, MCO or PTA.

Days means full calendar days, including Sundays and legal holidays; provided that for purposes of notification the balance of the day upon which notice is dispatched shall not be counted and that, for purposes of determining durations of validity, the balance of the day upon which the ticket is issued or flight commenced shall not be counted.

Destination means the ultimate destination of the passenger's journey as shown on the ticket.

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

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

East Africa means the area comprising Burundi, Djibouti, Ethiopia, Rwanda, Somalia, Kenya, Uganda and Tanzania.

Eastbound means travel from a point in Area 1 to a point in areas 2 and 3 via the Atlantic Ocean, or travel from a point in Area 3 to a point in Area 1 via the Pacific Ocean.

Eastern Hemisphere means the area comprised of Africa, Asia/Area 3, Europe, and the Middle East for travel via the Atlantic Ocean.

Economy class fare means the full fare established for a normal, regular or usual service, the application of which is not dependent upon any specifically limited period of ticket validity or other special circumstances. Unless otherwise specified, for the application of the provisions of this tariff, economy fares shall be considered to include all year OW/RT/CT and on-season (peak) and off-season (basic) fares for coach/economy class travel.

Endorsement - The transfer of authority required when a passenger with an international ticket wishes to rebook to a

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carrier other than the carrier shown on the ticket.

Europe means the area comprised of Albania, Algeria, Andorra, Austria, Azores, Balearic islands, Belgium, Bulgaria, canary islands, Czech Republic. Denmark. Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Madeira, Malta, Monaco, Morocco, Netherlands, Norway, Poland. Portugal, Romania, San Marino, Spain, Sweden, Switzerland, Tunisia. Turkey (in Europe and Asia), United Kingdom, Russian Federation (west of the Urals), and Yugoslavia.

Exchange mean the issuance of a new ticket for a totally unused ticket necessitated by a change to the carrier, flight, date, class of service or sector of the first flight coupon of the ticket.

Fare(s) means the amount that is displayed pursuant to a search for an itinerary and is to be paid in exchange for carriage. If not provided otherwise, fares are not inclusive of fees, taxes, charges and surcharges, or any additional services that may be purchased. Fares displayed pursuant to a search for an itinerary represent maximal amount payable, as discounts may be applied by carrier.

Fare component means a portion of an itinerary between two consecutive fare construction points. If the journey has only one fare component, the points of origin and destination are the only fare construction points.

Fare construction points means the terminal points of a fare component (these are also termed fare break points)

Fare, direct means for fare construction purposes, a fare between two points without the application of fare construction calculations

Flight coupons means that portion of a ticket annotated "good for passage" or a segment(s) of an electronic ticket

Foreign air transportation means transportation between a point in the United States and/or Canada and a point outside thereof.

Freedom rights

- Third freedom - The right to deplane traffic in the foreign country that has been enplaned in the home country of the carrier.
- The right to emplane traffic in the (2) Fourth freedom foreign country that is bound for the home country of the carrier.
- (3) Fifth freedom - The right to enplane traffic in one

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foreign country and to deplane traffic in another foreign country.

Gateway means to the last U.S.A./Canadian point prior to departure on the Transatlantic/Transpacific leg of a trip or the first point of arrival in the U.S.A./Canada.

Hospitalization means confinement/admittance to a hospital on an in-patient basis for at least one night.
Note: Out-patient care does not constitute hospitalization.

IATA rate of exchange (ROE) means the rate of exchange notified by IATA quarterly to convert local currency fares to a NUC and to convert total NUC amounts to the currency of the country of commencement of transportation.

Iberia or Iberian peninsula means the area comprised of Gibraltar, Portugal (including Madeira), and Spain (including the Balearic and canary islands).

Immediate family except as otherwise indicated, mean spouse, children, adopted children, sons-in-law, daughters-in-law, grandchildren, brothers, brother-in-law, sisters, sisters-in-law, parents, fathers-in-law, mothers-in-law and grandparents.

Indian subcontinent means the area comprising Afghanistan, Bangladesh, India, Nepal, Pakistan and Sri Lanka.

Indirect route means any scheduled continuous air route other than a direct route.

Interline agreement means an agreement between two or more carriers to co-ordinated 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 means 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 means travel involving multiple air carriers listed on a single ticket that is purchased via a single transaction.

Intermediate fare means the full fare established for a normal, regular or unusual service, the application of which is not dependent upon any specifically limited period of ticket validity or other special circumstances. Unless otherwise specified, for the application of the provisions of this tariff, intermediate fares shall be considered to

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include all year OW/RT/CT/OJ.

International carriage means (except when the Warsaw convention is applicable) carriage in which according to the contract of carriage, the place of departure and any place of landing are situated in more than one state. As used in this definition, the term "state" includes all territory subject to the sovereignty, suzerainty, mandate, authority or trusteeship thereof, international carriage as defined by the Montreal Convention means any carriage in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two States Parties, or within the territory of a single State Party if there is an agreed stopping place within the territory of another State, even if that State is not a State Party. Carriage between two points within the territory of a single State Party without an agreed stopping place within the territory of another State is not international carriage for the purposes of this Convention. Interstate transportation means transportation between a point in any state of the United States or the District of Columbia and a point in any other state of the United States or the District of Columbia.

Issuing carrier means the carrier which issues the ticket.

Journey means all points on the ticket. Also called the itinerary.

Large Carrier is a carrier that has transported a worldwide total of two million passengers or more during each of the two preceding calendar years

Local combination means combination of two fare components (normal and special fare or two different special fare types) to create a single pricing unit - provided the second fare component returns to the country of origin of the first fare component.

Note: 1) Canada and USA are considered one country.

2) Scandinavia is considered one country.

Local currency fares means fares and related charges expressed in the currency of the country of commencement of travel, as defined in "local currency fares and charges".

Marketing carrier means the carrier that sells flights under its code.

Micronesia means the area comprising Johnston Island, Koror, Kwajalein, Majuro, Ponape, Saipan, Truk and Yap.

Mid-Atlantic means the area comprised of Antigua, Aruba, Bahamas, Barbados, Bermuda, Bonaire, Cayman Islands, Cuba, Curacao, Dominica, Dominican Republic, French Guiana, Tariff: 4Y1 Carrier: EW Discover - 4Y

Grenada, Guadeloupe, Guyana, Haiti, Jamaica, Martinique, St. Kitts-Nevis-Anguilla, Saint Lucia, St. Martin, St, Vincent, Surinam, Trinidad and Tobago.

Middle East means the area comprised of Bahrain Island; Cyprus; Egypt; Iran, Islamic Republic of; Iraq; Israel; Jordan; Kuwait state; Lebanon; Oman; People's democratic Republic of Yemen (southern Yemen); Qatar; Saudi Arabia; Sudan; Syrian Arab Republic; United Arab Emirates and Yemen Arab Republic.

Minor means an infant who has not reached his/her second birthday, a child over two years who has not reached his/her twelfth birthday.

Miscellaneous charges order (MCO) means a document issued by a carrier or its agents requesting issue of an appropriate passenger ticket and baggage check or provision of services to the person named in such document. This is also referred to as electronic miscellaneous document (EMD).

Month means a period of time starting with any date in a month and ending with the same date in the following month. In the event the same date does not occur in the following month, then this period will end on the last day of that month.

Most significant carrier (MSC) means 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 - IATA resolution 302 as conditioned by the agency means 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.

National - A person who has the citizenship of a country, either by birth or by naturalization.

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Normal fare means the highest fare established for first, economy, business class service, the application of which is not dependent upon any specially limited period of ticket validity or other special circumstances.

Normal fare open jaw means travel from one country and return thereto, comprising two international fare components only and where

- a) Origin open jaw: The outward point of departure in the country of unit origin and the inward point of arrival in the country of unit origin are different, or
- turnaround open jaw: The outward point of arrival and the inward point of departure are different, or
- c) Double open jaw: The outward point of departure in the country of unit origin and the inward point of arrival in the country of unit origin are different (origin jaw) and the outward point of arrival and the inward point of departure are different (turnaround open jaw).

North America means the area comprising Alaska, Canada, continental U.S.A. And Mexico.

North/central Pacific means all routes between points in the U.S.A. And points in Area 3, except points in the southwest Pacific, as defined below via the Pacific Ocean.

NUC means the neutral unit of construction.

On-line tariff data base means the remotely accessible, on-line version, maintained by the filer, of (1) the electronically filed tariff data submitted to the "Official D.O.T. Tariff database," and (2) the departmental approvals, disapprovals and other actions, as well as departmental notations concerning such approvals, disapprovals or other actions, that subpart w of the proposed part 221 requires the filer to maintain in its database. The term "Official D.O.T. Tariff database" means those data records (as set forth in sections 221.283 and 221.286 of the rule) which would be in the custody of, and maintained by the department of transportation.

One way sub journey means part of a journey wherein travel from one country does not return to such country and for which the fare is assessed as a single pricing unit using one way fares.

Open-jaw - (Special fares) means travel comprising only two international fare components with a surface break(s) which, unless otherwise specified in a special fares resolution, may be between any two points/countries in the area(s) of unit origin and/or turnaround for which the special fare

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resolution applies and for which the fare is assessed as a single pricing unit using half round trip fares in this context.

- A) For a "turnaround open jaw" the outward point of arrival and the inward point of departure are different, or
- b) For "origin open jaw" the outward point of departure and the inward point of arrival are different, or
- c) For "single open jaw" either (a) or (b) applies, or
- d) For "open jaw" any combination of the above may apply.

Operating carrier means the carrier that operates the actual flight.

Other charges means charges such as taxes, fees, etc. Not to be shown in the fare construction box of the ticket excluding excess baggage charges.

Overseas transportation means transportation between a point in any state of the United States or the District of Columbia and a point in a territory of possession of the United States.

Participating carrier means 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.

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

Passenger coupon means that portion of the passenger ticket constituting the passenger's written evidence of the contract of carriage.

Point of Commencement - the initial geographical point of commencement of travel of any passenger ticket

Point of Sale - geographical point where a ticket ist sold.

Point of turnaround means the farthest geographical fare break on the pricing unit measured from the point of unit origin (Not applicable to one way pricing units).

Pricing unit means a journey or part of a journey which is priced as a separate entity, i.e. Is capable of being ticketed separately.

Rebooking means a change to the reservation data without a change to the ticketed points.

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Reissue means the issuance of a revised ticket necessitated by a change to other than the first flight coupon of the ticket or a change to other than the carrier, flight, date or sector of the first flight coupon of the ticket.

Related charges means those charges to be shown in the fare construction box of the ticket and excess baggage charges.

"Required for Safety Purposes" means required by law in order to reduce risk to passenger safety and includes required by safety decisions made within the authority of the pilot of the aircraft or any decision made in accordance with a safety management system as defined in subsection 101.01(1) of the Canadian Aviation Regulations but does not include scheduled maintenance in compliance with legal requirements.

Rerouting means any change to ticketed points.

Reservations means the allotment in advance of seating or sleeping accommodation for a passenger or of space or weight capacity for baggage or goods.

Resident means a person legally living in a given country.

Return sub journey means part of a journey wherein travel is from a point/country and return thereto and for which the fare is assessed as a single pricing unit using half round trip fares - round trip, circle trip, normal fare open jaw, also applicable to special fare open jaw returning to the same or another country.

Round trip means travel entirely by air from a point to another point and return to the original point comprising two half round trip fare components only, for which the applicable half round trip fare for each fare component, measured from the point of unit origin, is the same for the routing travelled; provided that this definition shall not apply to round the world travel. If the fare to be used differ through class of service/seasonality/day of week/ carrier variations, the outbound fare shall be used also for the inbound fare component for the purpose of determining if the pricing unit is a round trip.

Round the world (RTW) means travel from a point and return thereto which involves only one crossing of the Atlantic Ocean and one crossing of the Pacific Ocean.

Scandinavia means the areas comprised of Norway, Sweden and Denmark (excluding Greenland).

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

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Selecting carrier means the carrier whose designator code is identified on the first 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.

Side trip - Travel from and/or to an enroute point of a fare component

side trip combination means combination of a pricing unit at an enroute point of a fare component.

Small Carrier means any carrier that is not a large carrier. The small carrier has the same obligations as a large carrier towards a passenger that it carries on behalf of a large carrier under a commercial agreement with that carrier.

Single ticket means 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).

South America means the area comprising Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, French Guiana, Guyana, Panama, Paraguay, Peru, Suriname, Uruguay and Venezuela.

South Asian subcontinent means the area comprised of Afghanistan, Bangladesh, Bhutan, India, Maldive Islands, Nepal, Pakistan and Sri Lanka.

South east Asia means the area comprised of Brunei, Burma, China, Guam, Hong Kong, Indonesia, democratic Kampuchea, Laos People's democratic Republic, Malaysia, Mongolia, Philippines, Singapore, province of Taiwan, Thailand, Russian Federation (east of the Urals) and Vietnam.

Southern Africa means the area comprised of Lesotho, Mozambique, South Africa, south West Africa (Namibia) and Swaziland.

South west Pacific means that portion of Area 3 which includes Australia, Cook Islands, Ellice islands, Fiji islands, Gilbert islands, Loyalty Islands, Polynesian islands, Samoa islands, Society Islands, Solomon Islands, New Caledonia, New Zealand, New Hebrides islands, Norfolk islands, Papua, New Guinea, Tasmania and Tonga.

Special fare means a fare other than normal fare.

Stopover takes place when a passenger breaks the journey at

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an intermediate point and is not scheduled to depart on the day of arrival, or within 24 hours of arrival if there is no connection on the day of arrival (exception for 4Y online travel only) If there is no 4Y connection departure scheduled on the date of arrival, departure on a 4Y flight the following day shall not be deemed a stopover.

Summary page at the end of an online purchase means 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.

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

Through fare means a fare applicable for travel between two consecutive fare construction points via an intermediate point(s).

Ticket means either the document entitled "passenger ticket and baggage check" or an electronic ticket.

Ticketed point means points shown in the "good for passage" section of the passenger ticket plus any other point(s) used for fare construction and shown in the "fare construction box" of the passenger ticket; provided that two flight numbers or two carriers such as for an interchange flight will not be permitted on one flight coupon.

To validate means to stamp or write on the passenger ticket an indication that the passenger ticket has been officially issued by carrier.

Traffic document means ticket, MCO or any other accountable passenger traffic document.

Transatlantic sector means that portion of travel covered by a single flight coupon from the point of departure in area 1 to the point of arrival in Area 2, and vice versa.

Transfer point means any point in which a passenger transfers from the flight of one carrier to the flight of another carrier or change to another carrier flight (that is) a service bearing a different flight number of the same carrier, irrespective of whether or not a change of aircraft occurs.

Transit point means any stop at an intermediate point on the route to be travelled (whether or not a change of planes is made) which does not fall within the definition of a stopover.

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Transpacific sector means the portion of travel covered by a single flight coupon from the point of departure in area l to the point of arrival in Area 3 and vice versa.

Trust territory or trust territory of the Pacific islands means the area comprising the Caroline Islands, Mariana Islands and Marshall Islands.

Ultimate ticketed destination means 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 Canadian Transportation Agency would consider the ultimate ticketed destination to be Canada.

Unchecked baggage which is equivalent to hand luggage means baggage other than checked baggage.

Unit destination means the ultimate stopping place of a pricing unit.

Unit origin means the initial starting point of a pricing unit.

United inches means the total sum arrived at by adding the height, length and width.

United Kingdom or U.K. means England, Scotland, Wales and Northern Ireland.

"United States of America" or "the United States" or "the U.S.A." each means, unless otherwise specified the area comprising of forty-eight (48) Contiguous federated states; the federal District of Columbia; Alaska; Hawaii; Puerto Rico; St. Croix and St. Thomas of the Virgin Islands; American Samoa; the Canal Zone; canton, Guam, Midway and Wake Islands.

Via used in conjunction with carrier two-letter abbreviation(s), means "applicable to" the carrier(s) specified when carriage is performed by such carrier(s).

West Africa means the area comprised of Angola, Benin, Burkino Faso, Cape Verde (Republic of), Cameroon, Central African Republic, Chad, Congo, Equatorial Guinea, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Ivory Coast, Liberia, Mali, Mauritania, Niger, Nigeria, Sao Tome, Senegal, Sierra Leone, Togo and Zaire.

Westbound means travel from a point in Area 2 or 3 to a point in Area 1 via the Atlantic Ocean, or from a point in Area 1 to a point in Area 2 or 3 via the Pacific Ocean.

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West coast means, except as otherwise indicated, Los Angeles, California; Portland, Oregon; San Francisco, California; Seattle, Washington; and Vancouver, British

Columbia.

Exception: (Applicable to Transpacific Arbitraries of This Tariff

Only) West Coast Means Los Angeles,

California, Portland, Oregon; San Francisco,

California; and Seattle, Washington.

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## Rule 2 Standard Format of Electronic Rules

Application and other conditions (Category 50\*\*)
This category contains the rule title and defines the application of the rule. It will be used to indicate:

- (1) The geographical application of the rule fares shall apply to one way, round trip, circle trip, or open jaw travel between points in Area 1 and areas 2 and 3 via the Atlantic; and for travel wholly within areas 1, 2 or 3.
- (2) The type of service (first, intermediate, economy)
  The applicable fare shall apply to the class of service booked, applying all provisions and principles in rule 130.
- (3) The type of transportation (one way or round trip)
- (4) The type of journey (one way, round trip, circle trip, single open jaw, double open jaw or round the world)
  In the case of open jaw travel, the fare to be charged for the open jaw shall be the sum of 50 percent of the applicable round trip fare for each leg in the open jaw.
- (5) Provisions for capacity limitations
  The carrier shall limit the number of passengers
  carried on any one flight at fares governed by this
  rule and such fares will not necessarily be available
  on all flights. The number of seats the carrier makes
  available on any given flight will be determined by the
  carriers best judgement.
- (6) General rules which are not applicable Rule 35 (passenger expenses enroute) is not applicable to any fare other than those designated as "full, normal, unrestricted" fares.
- (7) Any miscellaneous information, which is not category specific, will also appear here.

Eligibility (Category 1) If eligibility requirements exist, ID is required at time of ticketing.

Day/time (Category 2)

Unless otherwise stated in the specific fare Rule

- (A) Midweek (X) fares are valid for travel Monday through Thursday
- (B) Weekend (w) fares are valid for travel Friday through Sunday.
- (C) The date of departure on the Transatlantic sector in each direction will determine the applicable midweek or weekend fare.

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Seasonality (Category 3)

(A) Fares apply all year, except when designated with a seasonal indicator (as shown below)

- (B) When fares apply only during certain periods (referred to as a season), travel must commence during such period(s).
- (C) (Applicable to Transatlantic fares). The date of commencement of the outbound Transatlantic sector shall determine the seasonal fare to be charged round trip.
- (D) (Applicable to travel between areas) The date of commencement of the first outbound international sector shall determine the seasonal fare to be charged round trip.
- (E) (Applicable to open jaw journeys/pricing units.) Where the country of arrival and the country of departure differ, the correct seasonal fare to be charged for the inbound portion of an open jaw is also determined by the outbound date of the Transatlantic, Transpacific or first international sector.

  For example, CHI-PAR surface LON-CHI. Passenger is departing 01oct. The applicable season for CHI-PAR (01oct) is k-season (based on the outbound Transatlantic sector) however, that same outbound date (01oct) for the CHI-LON fare falls in the 1-season. The correct fare to be charged is 50 percent of the CHI-PAR-k-season fare outbound and 50 percent of the CHI-LON-1- season fare inbound.

Standard seasonal indicators

H - Highest level of fare having more than one seasonal level

K - 2nd highest level of fare having more than two seasonal levels

3rd highest level of fare having more than three seasonal levels

L - Lowest level of a fare having more than one seasonal level

Flight application (Category 4)
Unless otherwise stated in the specific fare rule, travel is only valid via any 4Y designated flight.

Advance reservations/ticketing (Category 5)

- (A) Reservations
  - (1) Unless otherwise specified in the specific fare rule, reservations may be made any time prior to departure of a desired flight provided space is available.
  - (2) Unless otherwise specified in the specific fare rule, any advance reservation requirement in this

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category refers to the number of days prior to the date of commencement of travel, from the point of origin, that reservations must be confirmed. The actual date of departure may not be included in counting the advance reservation requirement. When an advance reservation requirement is stated in months, reservations must be confirmed no later than the same day of the month when reservation deadline occurs. When there is no similar numerically designated day in the month in which the deadline occurs, the last day of the month will be considered as the deadline.

- (3) If the fare has an advance reservations requirement, the waitlist segments may not be retained beyond the reservation deadline.
- (B) Payment and ticketing
  - (1)
  - Payment and ticketing must be completed any time prior to departure from the point of origin; furthermore, such fares may be retroactively applied in the calculation of refunds. If, however, the specific fare rule specifically states "prior to departure", then payment and ticketing must occur any time prior to departure, but retroactive application for refund calculation shall not be permitted.
  - (3) Any advance payment/ticketing requirements stated in this paragraph refers to the number of days prior to the date of commencement of travel that payment/ticketing must be completed. The actual date of departure may not be included in counting the advance payment/ticketing requirement. When the advance payment/ticketing requirement is stated in months, a ticket must be purchased no later than the same day of the month when the advance purchase deadline occurs. When there is no similar day of the month in which the deadline occurs, the last day of the month will be considered as the deadline.
  - (c) Special fare type provisions
    - (1) Passengers holding confirmed reservations for special fare tickets may not standby for other flights.
    - (2) Confirmed reservations are required for all sectors.
    - (3) These fares apply only when purchased prior to commencement of travel.

Minimum stay (Category 6) Unless otherwise stated in the specific fare rule, return travel may commence at any time within the normal validity of the ticket which is one year from the date travel commences from the point of origin.

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Minimum stay - The number of days/months counting from the day after departure, from the Transatlantic, Transpacific, or first international sector to the earliest day return travel may commence from the last stopover point outside the country of origin (including for this purpose the point of turnaround).

maximum stay (Category 7)

Unless otherwise stated in the specific fare rule, return travel may commence at any time within the normal validity of the ticket which is one year from the date travel commences from the point of origin.

Maximum stay - The number of days/months counting from the date or origin to the last day return travel may commence from the last stopover point (including for this purpose the point of turnaround).

Note: Unless otherwise stated in the specific rule, waivers may apply for death/illness of the passenger, traveling companion, or immediate family member.

Stopovers (Category 8)

- (A) Unless otherwise stated in a specific fare rule, stopovers, as defined below, will be permitted in accordance with Rule 135 (stopovers) as shown in this tariff.
- (B) A stopover will occur when a passenger arrives at an intermediate point from which the passenger is not scheduled to depart on the date of arrival. If there is no connecting departure scheduled on the date of arrival, departure on the next day, within 24 hours of arrival, shall not constitute a stopover.

Transfers (Category 9)

- (A) Unless otherwise stated in a specific fare rule, for mileage based fares: unlimited transfers will be permitted on the publishing carrier. Note: For the purpose of this rule, transfers are defined as:
  - (i) From the services of the governing carrier to the same governing carrier-online.
  - (ii) From the services of a carrier (other than the governing carrier) to the services of the same carrier (other than the governing carrier)-online.
  - (iii) From the services of the governing carrier to the services of another carrier-interline.
    - (iv) From the services of a carrier (other than the governing carrier) to the services of another carrier (other than the governing carrier)-interline.
- (B) For routing based fares: Travel must be via the

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> specified diagrammatic routing associated with the fare on file with ATPCO. If any portion of the ticket is open, the passenger must follow the original specified routing.

Permitted combinations (Category 10)

## (A) Construction

- (i) Fares may not be combined with arbitraries.
- (ii) All fares may be combined end-on with any fare permitting such combination.
- (iii) When fares are used in end-on combination, travel must be via the fare construction points.

#### (B) Combinations

- (i) Subject to individual fare rules, any fare may be combined with any other fare, which by its own terms is combinable, provided all conditions of the fare are met subject to conditions and fare Construction principles as stated in Rule 130.
- (ii) Fifty percent of a round trip fare published in this tariff may be combined with fifty percent of the same fare type published with the same global indicator by any carrier in any tariff.
- (iii) (Applicable for combination of special fares) Where combination is permitted, the conditions of the special fare (including the application section) apply only to the use of the special fare and not to any combined fares.
- (iv) All fares governed by the same rule are combinable.
  - (v) A maximum of two international fare components is permitted.
- (iv) One half of fares designated as midweek may be combined with one half of fares designated as weekend.
- (vii) Only normal fares may be used to construct round the world journeys.
- (viii) Unless otherwise specified, travel must be via the fare construction point.
  - (ix) When fifty percent of a published round trip fare is combined with fifty percent of another fare, and the governing provisions differ, the most restrictive conditions apply. The following provisions will determine the most restrictive conditions:
    - (aa) Minimum stay (Category 6)
       The longer minimum stay requirement shall
       apply to the entire pricing unit.
    - (bb) Maximum stay (Category 7)
      The shorter maximum stay limitation shall apply to the entire pricing unit.
    - (cc) Stopovers (Category 8)
       (Applicable to special and promotional type
       fares) The stopover provisions of each fare

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shall apply to the appropriate fare component for which the fare is assessed provided that the passenger will not receive more than the maximum number of permitted stops (whether free or at a charge) in the most restrictive rule.

- (dd) Reservations and ticketing (Category 5)
  - (i) The longer advance reservation requirement will apply to the entire pricing unit.
  - (ii) The longer advance-ticketing requirement will apply to the entire pricing unit.
  - (iii) Any rule provision requiring simultaneous reservations and ticketing shall apply in addition to the longer advance-ticketing deadline.
- (ee) Routing/rerouting
  - (i) The routing conditions of each fare shall apply to the appropriate fare component for which the fare is assessed.
  - (ii) The voluntary rerouting provisions of each fare shall apply to the appropriate fare component for which the fare is assessed.
  - (iii) The involuntary rerouting provisions of each fare shall apply to the appropriate fare component for which the fare is assessed.
- (ff) Cancellation and refunds
  The highest cancellation penalty will apply
  to the entire pricing unit.

Blackout dates (Category 11)

Restricted travel dates when applicable, apply per half round trip, no sector of the pricing unit may be flown on these days.

Surcharges (Category 12)

A so called q - surcharge may be applicable on specific fares and/or point of sales. In this case the application is stated in a specific fare rule.

Accompanied travel (Category 13)

Unless otherwise stated in the specific fare rule, when travel with one or more other passengers is necessary to qualify for a fare, all passengers must travel together for the entire journey.

Travel restrictions (Category 14)

Intentionally left blank

Sales restrictions (Category 15)

- (1) Applicable to special/promotional fares: Unless specifically stated in the individual fare rule, fares apply only when tickets are purchased at such fares prior to commencement of travel.
- (2)(3) Unless otherwise stated in the specific fare rule,

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extension of ticket validity may apply for death/illness of the passenger/traveling companion/immediate family member. Refer to Rule 65 (tickets) for conditions of extension.

Penalties (Category 16)

As used herein "voluntary rebooking" shall refer to changes only for the flight, date or time (origin, destination and connection/stopover points are unchanged) requested by a passenger not requiring ticket reissue. Rebooking is also referred to as revalidation.

As used herein, "Voluntary rerouting" shall refer to any changes in reservations of flights requested by a passenger requiring reissuance of the ticket. Rerouting is also referred to as reissue.

As used herein "Inbound and outbound" shall refer to the inbound/outbound fare components.

(A) Changes - Before departure:

- (i) When voluntary rerouting involving a change of a totally unused ticket and where the original fare no longer applies, the original ticket may be reissued and the fare recalculated from the point of origin using the fare(s) and rate(s) of exchange applicable at the time of reissue.
- (ii) Unless otherwise stated in the specific fare rule, voluntary rebooking/rerouting shall be permitted. The revised routing must conform to the provisions of the original fare.
- (iii) In case of fares that have advance reservations restrictions, voluntary rerouting will be permitted without penalty prior to ticket issuance (Advance ticketing deadline).
- (iv) If there is a penalty charge for rerouting, reservations for the revised itinerary will only be confirmed prior to advance reservations deadline or upon simultaneous reissue/revalidation of the passenger's ticket and collection of the penalty charge.
- (v) If a penalty charge is applicable, the charge applies once the ticket is issued.'
- (vii) If a penalty charge is applicable, the charge applies each time the ticket is presented for a change.
- (vii) All changes must be made prior to the date of the originally scheduled flight as shown on the affected flight coupon.
- (viii) Any changes to non-refundable fare type tickets must be made on or before the departure date of the scheduled flight as shown on the affected flight coupon. Failure to make the change prior to the scheduled flight as shown on the affected flight coupon, results in the ticket having no value for travel or exchange.
  - (ix) Changes are not permitted within the ticketing time limit.

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(X) If voluntary rerouting is not permitted in the specific fare rule, the cancellation provisions (outlined in the cancellation section of category 16 of the specific rule) shall apply whenever a passenger voluntarily changes confirmed reservations.

(xi) Unless otherwise stated in a specific fare rule, one way fare penalties will be assessed per one way fare component.

(B) Changes - After departure

- (i) If there is a voluntary rerouting on any down line flight(s) after departure, the fare and charges must be reassessed using fares, rules and rate(s) Of exchange effective at the time that travel commenced from the point of origin.
- (ii) When a ticket is presented for rerouting after departure and the only coupons remaining in the ticket are for domestic transportation, the ticket may not be reissued for further international travel.
- (iii) If a penalty charge is applicable, the charge applies each time the ticket is presented for a change.

(iv) All changes must be made prior to the date of the originally scheduled flight as shown on the affected flight coupon.

(v) If a penalty charge is applicable for rerouting, reservations for the revised itinerary will only be confirmed upon simultaneous reissue/revalidation of the passenger's ticket and collection of the penalty charge.

(vii) When 50 percent of a published round trip fare is combined with another fare, and the governing provisions differ, the following routing/rerouting provisions will apply as stated in the applicable specific fare rule.

(i) The routing conditions of each fare shall apply to the appropriate sector over which the fare is assessed.

(ii) The voluntary rerouting provisions of each fare shall apply to the appropriate sector over which the fare is assessed.

(iii) The involuntary rerouting provisions of each fare shall apply to the appropriate sector over which the fare is assessed.

Standard application for special fares:

(i) Unless otherwise stated in the specific fare rule, no change is permitted to the first or subsequent flight coupon(s) up to and including the first international flight coupon.

(ii) There is no limit to the number of changes made within a pricing unit when the ticket is presented for a change.

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(C) Cancellation - before departure
Unless otherwise stated in the specific fare rule, rule
80 revised routing, failure to carry and missed
connections) and 90 (refunds) are applicable to fares
governed by this rule.

(a) Full refund will apply:

- (i) In the event of death or illness, as substantiated by a medical/death certificate of the passenger, immediate family member or traveling companion as described in Rule 1 (definitions). In the event of death of the passenger, fares will be refunded to such passengers state in accordance with the provisions in rule 90 (refunds). Any applicable administrative service charge will apply.
- (ii) In the event that cancellations are made after an increase in airfare occurs between the initial payment and the date of commencement of travel.
- (b) In the event of a cancellation or a failure to use confirmed space as ticketed for any reason other than those outlined in paragraphs (a)(i) Through (iii) above, the passenger will forfeit the penalty amount as stated in the specific fare rule except for any ticket governed by the APPRs, as

amended.

- (c) Credit toward further transportation:
  In the event of failure to use confirmed space as ticketed, the full amount of the fare paid can be used as a credit towards the upgrade to any other type of fare, subject to the provisions of such fare and provided that such fare does not restrict the upgrade.
- (D) Cancellations after departure
  - (a) Partial refund
    In the event a passenger discontinues his/her
    journey EN route for any reason other than those
    specified in 4Y general Rule 65 (tickets); the
    amount of refund shall be the difference between
    the fare paid and the fare for the transportation
    used, less the penalty charge as stated in the
    specific fare rule, if any.

(b) Credit toward further transportation

(i) In the event of cancellation or failure to use confirmed space as ticketed, the full amount of the fare paid can be used as a credit towards the upgrade to any applicable fare calculated from the point of origin, subject to all provisions of such fares; provided that such fare does not restrict the

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upgrade.

(ii) Any fare with the statement "these fares apply only when purchased prior to commencement of travel", may not be used as the upgraded/reissued fare.

- (iii) All rules of the new fare must be validated and the correct booking code used for the new fare.
  - (vii) A new ticket must be reissued and the new reservation must be repriced using current fares on the day of reissue.
    - (v) In the event of an upgrade, the original non-refundable amount shall remain non-refundable and is carried over to the new ticket. In this case, the change fee will not apply. Unless stated in a specific fare rule.
- (vi) Any tickets governed by the APPRs will be refunded, in accordance to the rule 90, Refunds.
- (E) Schedule changes

In the event, after ticket issuance, scheduled changes are made by 4Y that:

- (a) Affects a passenger's departure and/or arrival by 2 or more hours;
- (b) Results in the addition of an intermediate stop on the passenger's itinerary;
- (c) Results in a substitution of equipment not acceptable to the passenger; or
- (d) If a cancellation or a change in either air or tour itinerary is initiated either by UA or its tour operators which is unacceptable to the passenger, the passenger will have the option of cancelling without penalty, or rerouting on different flights to/from the same or different destination. However, the passenger must pay any additional amounts resulting from the rerouting.
- (F) Group fares
  - (a) Prior to departure
    - (i) Refunds shall be made only to or at the direction of the person responsible for the travel arrangements of the group.
    - (ii) In the event of voluntary cancellation by the group or a member of the group less than the number of days stated in the rule prior to commencement of outbound travel, except as provided in (iii) below, a portion of the group fare paid will be deemed non-refundable and will be forfeited by the non-departing group member(s). The applicable non-refundable amount will be specified in each group rule.

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- (iii) Full refund will be made in the case of:
  - (aa) death or illness of the passenger or a
     member of the passenger's immediate
     family (attested to by an appropriate
     certificate);
  - (bb) replaced passenger, if substitutions are permitted in the rule being detailed;
  - (cc) cancellation of
     affinity/non-affinity/incentive/own use
     group transportation by the carrier.
- (b) After departure
  - (i) Normal cancellation and refund procedures will apply provided that in the event of cancellation or rerouting by a member of the group due to:
    - (aa) death of the passenger EN route, the difference, if any, by which the group fare paid exceeds the applicable fare for the portions actually flown by the passenger, calculated from the original point of origin, will be refunded;
    - (bb) a death in the immediate family of a passenger, the amount of the group fare paid by the passenger will be applied as a credit (but not in cash) towards the purchase of transportation at applicable fares for the portions actually flown by the passenger, calculated from the original point of origin. Similar arrangements may be made for other members of the travel group who belong to the immediate family of such passengers;
    - (cc) a passenger being unable to complete or continue his/her journey with the group due to illness, which must be substantiated by a medical certificate, the amount of the group fare paid will be applied as a credit towards the purchase of transportation at applicable fares for the portions actually flown by the passenger, calculated from the original point of origin. Similar arrangements for transportation may be made for other members of the inclusive tour group who belong to the immediate family of such passenger.
      - (ii) Except as provided above, in case of voluntary cancellation of the group or a member of the group, refund will be an amount equal to the excess of the group fare paid over the all-year fare applicable for transportation from the point

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of origin to the point of cancellation, less the percentage/penalty specified in the applicable rule.

- (iii) In the event a passenger discontinues his/her journey EN route for any reason, the amount of the fare paid will be applied as a credit toward the purchase of transportation at the applicable fare calculated from the point of origin.
- (c) In any of the circumstances described above, the remaining members of the travel group, regardless of their number, shall commence or continue with the itinerary, subject to all other conditions of the rule.

Higher Intermediate Point (Category 17)
Hip checks only apply from origin to (intermediate) stopover
points or between intermediate stopover points. Transfer
points are not considered. Unless otherwise stated in a
specific fare rule hip check and mileage surcharge apply.
Ticket endorsements (Category 18)
Intentionally left blank
Children's discounts (Category 19)

Unless otherwise stated in a specific fare rule charge 75 percent of the applicable adult fare for accompanied child's travel 2-11 years. Unless otherwise specified in a specific fare rule charge 10 percent of the applicable adult fare for infant travel 0-2 years. For infants turning 2 years enroute, due to safety regulations, a booked seat will be required for the remaining portion of the journey. When a separate seat is required on a portion of the journey the child fare has to be used for the entire journey.

tour conductor discounts (Category 20) Intentionally left blank

Agent discounts (Category 21)

Intentionally left blank

All other discounts (Category 22)

Intentionally left blank

Miscellaneous provisions (Category 23)

Intentionally left blank

(Category 24)
Currently not available

(Category 25)
Fare by rule
Groups (Category 26)
(1) Group size

(a) The minimum number of passengers required to qualify for transportation at the group fare will be stated in the individual fare rule, where applicable.

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(b) For the purpose of determining the number of passengers.

(i) Two children each paying the applicable children's discounted fares shall be counted as one member of the group.

(ii) Infants paying 10 percent of the fare shall not be considered in determining the number of passengers in the group.

(2) Travel together

all members of the group must travel together on the same aircraft, except that when lack of seating accommodations or operating conditions prevent their doing so, members may be carried on the preceding and/or succeeding flights on which space is available.

Standard application:

Group must travel together on all outbound and inbound flights.

(3) Eligibility

(a) Affinity group requirements

- (i) The travel group must be formed only from affinity groups, i.e., member (or employee) Of the same association, corporation, company or other legal entity (referred to as the 'organization').
- (ii) The principal purpose, aims and objectives of the organization, must be other then travel.
- (iii) Each member of the travel group must be a member of the organization at the time of application for the group fares discount and must have been a member for at least six months immediately prior to the date of commencement of travel.
- (iv) The travel group may include the spouse and dependent children of a member of the organization from which the party to be transported is drawn. In addition, parents living in the same household as a member may be included. However, any such spouse, dependent children or parents must be accompanied on the flight by such member, unless the member has been compelled to cancel his passage.
  - (v) Limitations of solicitation With respect to the formation of affinity groups:
    - (aa) solicitation must be effected only by officials of the organization or members of the travel group.
    - (bb) if the organizers of the travel group employ a travel agent to assist in the travel arrangements, he must in no way solicit members of the travel group.

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> However, after the party to be transported is formed, the travel agent may contact members of the group for the purposes of arranging other travel services in addition to assisting in travel arrangements.

- (vii) Definition of 'public solicitation' public solicitation will be considered to exist when the group transportation is described, referred to, announced in advertisements or any other writing or means of public communication. However, a statement in public news other than advertisement which could not reasonably be construed as calculated or likely to induce travel as a member of the travel group and which has not been initiated by the organization, any member of the travel group carrier or an agent or representative of any of them, will not be considered public solicitation.
- (b) Incentive/own use group requirements
  The travel group shall be formed only for own use
  of one person or a legal entity, such as an
  association, partnership, company or corporation
  (referred to as the 'purchaser').

(c) Incentive group requirements

- (i) Incentive groups mean groups of employees and/or dealers and/or agents (including their spouses) of the same business firm(s), corporation(s) or enterprise(s) (excluding non-profit organizations), also referred to as the 'organization', traveling under an established incentive travel program which rewards the employee, dealers and agents for past work or provides an incentive for future activities.
- (ii) The incentive travel program is to include air transportation, accommodations, sightseeing, entertainment and other features the cost of which is borne entirely by the business firm, corporation or enterprise and not passed on directly or indirectly to the employees, dealers or agents.
- (iii) Officials (and their spouses) of such business firms, corporations or enterprises may also be included in the group if they are traveling for the purpose of making awards or officiating in the incentive travel program.
  - (iv) Each member of the incentive group must be a member of the organization at the time of application for the group fare.
- (4) Documentation
  - (a) General requirements for all individual and group

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inclusive tours
There must be vouchers specifying sleeping
accommodations and any sightseeing or other
features of the tour. Such vouchers, including
those for ground transportation, must be available
for inspection during check-in prior to
commencement of outbound Transatlantic travel.

- (b) Affinity/incentive/non-affinity/own use group requirement
  - (i) Written application, in the form required by 4Y, shall provide a full description of the travel desired, the names and total number of passengers, and, where applicable, the affinity/incentive/own use provisions under which the travel is being requested, and must be signed by the applicant (the person responsible for the travel arrangements of the group).
  - (ii) The application must be submitted to the issuing carrier (the carrier whose tickets are to be issued) prior to commencement of outbound travel. The deadline for receipt of the application is specified in each particular group travel rule.
  - (iii) Passenger substitution/additions
    If name changes and/or additions to the list
    of participants in the travel group may be
    made after the written application has been
    submitted, a statement will appear in this
    category giving the number of changes and/or
    additions permitted and the deadline, if any
    is involved.
    - (iv) Each travel group shall be identified by a definite number (group code) assigned by 4Y.

(C)
Tours (Category 27)

- (A) Fares used in conjunction with inclusive tours must include land arrangement for the minimum stay period.
- (B) Land/tour arrangements
  - (1) Land/tour arrangements must be published in appropriate tour brochures/literature and must include features or options as specified below which must be paid for prior to commencement of the tour.
  - (2) Sleeping accommodations for the total duration of the trip in hotels, motels, commercially operated mobile/immobile caravan/trailers, commercially operated pensions or tents, or public transportation, which offers sleeping accommodations.
  - (3) A program of one or more of the following for the

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total duration of the trip.

Sightseeing (i)

- (ii) Entertainment feature
- (iii) Motor economy trips

Rail trips, or (iv)

Car rental (not to include the purchase of (v) cars).

(C) Minimum tour price

- The minimum tour price for each passenger shall not be less than the individual or group inclusive tour fare plus a specific amount for the minimum stay period and a specific amount for each day in excess of the minimum stay period, as specified under each rule where applicable.
- (2) If the tour operator allows a discount on land arrangement for children and infants, the minimum selling price for children and infants may be reduced accordingly.
- (D) Modification to approved itineraries shall be permitted only when and to the extent modification of the itinerary of the entire travel group is necessitated by circumstances beyond the control of the tour operator. Other revisions to the approved air itineraries will be considered as cancellation of previously confirmed space and the provisions outlined in UA general rule 90 (refunds) and in the applicable fare rule shall apply.

Visit another country (Category 28) Intentionally left blank

deposits (Category 29)

Intentionally left blank

Voluntary changes (Category 31)

As used herein "voluntary rebooking" shall refer to changes only for the flight, date or time (origin, destination and connection/stopover points are unchanged) requested by a passenger not requiring ticket reissue. Rebooking is also referred to as revalidation.

As used herein, "Voluntary rerouting" shall refer to any changes in reservations of flights requested by a passenger requiring reissuance of the ticket. Rerouting is also referred to as reissue.

As used herein "inbound and outbound" shall refer to the inbound/outbound fare components.

(A) Changes - Before departure:

- When voluntary rerouting involving a change of a totally unused ticket and where the original fare no longer applies, the original ticket may be reissued and the fare recalculated from the point of origin using the fare(s) and rates(s) of exchange applicable at the time of reissue.
- (2) Unless otherwise stated in the specific fare rule. voluntary rebooking/rerouting shall be permitted.

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The revised routing must conform to the provisions of the original fare.

(3) In case of fares that have advance reservations restrictions, voluntary rerouting will be permitted without penalty prior to ticket issuance (advance ticketing deadline).

(4) If there is a penalty charge for rerouting, reservations for the revised itinerary will only be confirmed prior to advance reservations deadline or upon simultaneous reissue/revalidation of the passenger's ticket and collection of the penalty charge.

(5) If a penalty charge is applicable, the charge applies once the ticket is issued.

- (6) If a penalty charge is applicable, the charge applies each time the ticket is presented for a change.
- (7) All changes must be made prior to the date of the originally scheduled flight as shown on the affected flight coupon.
- (8) Changes are not permitted within the ticketing time limit.
- (9) If voluntary rerouting is not permitted in the specific fare rule, the cancellation provisions (outlined in the cancellation section of category 16 of the specific rule) shall apply whenever a passenger voluntarily changes confirmed reservations.
- (10) Unless otherwise stated in a specific fare rule, one way fare penalties will be assessed per one way fare component.

(B) Changes - After departure

- (1) If there is a voluntary rerouting on any down line flight(s) after departure, the fare and charges must be reassessed using fares, rules and rate(s) Of exchange effective at the time that travel commenced from the point of origin.
- (2) When a ticket is presented for rerouting after departure and the only coupons remaining in the ticket are for domestic transportation, the ticket may not be rerouted for further international travel.
- (3) If a penalty charge is applicable, the charge applies each time the ticket is presented for a change.
- (4) All changes must be made prior to the date of the originally scheduled flight as shown on the affected flight coupon.
- (5) If a penalty charge is applicable for rerouting, reservations for the revised itinerary will only be confirmed upon simultaneous reissue/revalidation of the passenger's ticket and collection of the penalty charge.

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(6) When 50 percent of a published round trip fare is combined with another fare, and the governing provisions differ, the following routing/rerouting provisions will apply as stated in the applicable specific fare rule.

(i) The routing conditions of each fare shall apply to the appropriate sector over which

the fare is assessed.

(ii) The voluntary rerouting provisions of each fare shall apply to the appropriate sector over which the fare is assessed.

(iii) The involuntary rerouting provisions of each fare shall apply to the appropriate sector over which the fare is assessed.

Standard application for special fares:

(a) Unless otherwise stated in the specific fare rule, no change is permitted to the first or subsequent flight coupon(s) up to and including the first international flight coupon.

(b) There is no limit to the number of changes made within a pricing unit when the ticket is presented

for a change.

Involuntary changes (Category 33) Currently not available Negotiated fares (Category 35) Intentionally left blank

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## Rule 5 Application of Tariff

(A) General

- (1) This tariff shall apply to carriage of passengers and baggage, and to all services incidental thereto:
  - (A) Marketed (carrying an 4Y flight number) including when flights are operated in conjunction with other participating carriers under joint fares, rates and charges contained in tariffs which make specific reference to this tariff for governing rules, regulations and conditions of carriage, and
  - (B) For carriage on flights marketed by 4Y but operated by another carrier, unless otherwise stated in this tariff.
  - (2) Rules stating any limitation on, or condition relating to, the liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States, except to the extent provided in Rule 55 (liability of carrier) with respect to tariff C.A.B. No. 937 published by airline tariff Publishing Company, agent. (US only) Any such limitations or condition in any rule herein except to the extent provided in Rule 55 is not a part of tariff C.A.B. No. 937 filed with the US Department of Transportation. (US and Canada) Nothing in this tariff

modifies

or waives any provision of the Warsaw or Montreal convention.

- (3) This tariff shall apply to carriage of passengers and baggage including all services incidental thereto performed by carrier under local and joint rates and charges of carrier contained in tariffs which make specific references to this tariff for governing rules, regulations and conditions of carriage.
- (4) Fares and charges or monetary amounts shown in dollars or cents are stated in terms of U.S. Currency (For the U.S.A.) and in Canadian Dollars (for

Canada) except where fares and charges or monetary amounts are specifically stated as being

published in other currency.

(5) Rules in this tariff govern the application of all fares and charges published in tariffs which specifically refer to and are made subject to this tariff with such exceptions as may be expressly stated in such tariffs. These rules constitute

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the conditions upon which each carrier transports or agrees to transport and are expressly agreed to by the passenger to the same extent as if such rules were included as conditions in the contract of carriage.

- The rates, fares, charges, classifications, rules, (6) regulations, practices and services provided herein and in tariffs governed by this tariff have been filed in each country in which filing is required by treaty, convention or agreement entered into between that country and Canada, in accordance with the provisions of the applicable treaty, convention or agreement.
- Gratuitous carriage (B) With respect to gratuitous carriage, carrier reserves the right to exclude the application of all or any part of this tariff.
- (C) Change without notice Except as may be required by applicable laws, government regulations, orders and requirements, carrier's rules, regulations and conditions of carriage are subject to change without notice; provided, that no such change shall apply to a contract of carriage after the carriage has commenced.
- (D) when rules or provisions in this tariff or tariffs governed hereby provide for the application of fares and charges based upon percentages of other fares and charges, such proportionate fares and charges will be determined in accordance with percentage conversion instruction as published in this tariff.
- Effective rules, fares and charges (E) Except as otherwise provided herein, the applicable rules, fares and charges for carriage of passengers and/or baggage are those duly published by carrier and shall be those in effect on the date of commencement of carriage covered by the first flight coupon of the ticket. When the fares or charges collected are not the applicable fares or charges, the differences will be refunded to or collected from the passenger, as may be appropriate.

Applicable only to sales and tickets issued in the U.S.A. For travel originating in the U.S.A.

applicable to Canada)

No increase will be collected in cases where the 4Y ticket as been issued prior to the effective date of a tariff containing an increase in the applicable fare, effected through a change in the fare level, a change in conditions governing the fare, or a cancellation of the fare itself, provided:

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- (i) The originating Transatlantic flight coupon of the ticket was issued for a specific flight at the fare contained in a tariff lawfully in effect on the date of ticket issuance (determined by the validation of the ticket).
- (ii) The originating Transatlantic flight shown on the ticket is not voluntarily changed at the passenger's request on/after the effective date of any increase in the applicable fare.
- (iii) This provision shall apply only to the passenger to whom the ticket was originally issued. (Not applicable to Canada) Furthermore, this provision will not apply to sales made outside the U.S.A. For tickets to be issued in the U.S.A.
- (b) (Applicable to local transportation originating in the U.S.A.)
  This guarantee applies only to groups of 25 or more passengers whose fares are paid for and issued in the U.S.A. Upon the execution of a contract between the group organizer and 4Y and payment of USD 100.00 for travel commencing during October 1 through April 30 or 25 percent of the applicable fare for travel commencing May 1 through September 30, the fare to be charged will be either (i) Or (ii) below, whichever produces a lower fare.
  - (i) The fare in effect on the date of ticket issuance.
  - (ii) The fare in effect on the date the organizer and 4Y entered into a contractual agreement, plus any fuel increase, war risk insurance, taxes, etc. Which becomes effective between the date of the contractual agreement and the date of ticket issuance.
- (2) (Applicable to 4Y for transportation which Originates or terminates in Canada.)
  No increase in fares or charges applicable to the carriage of passengers will be collected or more restrictive conditions of such carriage applied in the event that an increase in fares or charges occurs or more restrictive conditions are imposed between the time of ticket issuance and the effective date of any subsequent tariff containing such an increase or more restrictive conditions of carriage, provided:
  - (a) The ticket is issued with confirmed reservations from point of origin in Canada to the first point of stopover in areas 1, 2, or 3 at the fares and charges applicable on

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the date of ticket issuance for the date of commencement of travel. The date of the ticket issuance is determined by the validator stamped or imprinted on the ticket.

- (b) The confirmed ticketed reservations are not changed and the ticket is not reissued at the passengers request.
- (c) Sale occurs and ticket is issued in Canada.
- (F) Air Passenger Protection Regulations (APPR) The obligations of the carrier under the APPR form part of the tariff

and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency and incompatibility, but do not relieve the carrier from applying terms and conditions of carriage that are more favorable to the passenger than the obligations set out in the APPR.

(G) Self identification- For Canada Only- Large or Small Carrier

For the purposes of establishing obligations toward passengers under the Air Passenger Protection Regulations (APPR) 4Y declares that is it a Large Carrier (a carrier that transports a worldwide total of two million passengers or more during each of the two preceding calendar years). 4Y also self identifies as a Large Carrier under the Accessible Transpiration for Persons with Disabilities Regulations (ATPDR).

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### Rule 6 Classes of Service and Upgrade

(A) Business class or class "c"

(1) The business class section will be located as first compartment.

- (2) Separate check-in facilities will be provided for passengers eligible for business class seating where such facilities exist.
- (3) Passengers seated in the business class section and between Canada/U.S.A. And Germany in the economy class section will be afforded in-flight amenities such as complimentary beverages (including cocktails, beer and wine) and the complimentary use of headsets for audio/visual entertainment (where such feature is provided in flight).
- (B) Premium economy class or class "w"
  The premium economy class section will be located immediately after the business class section.
  Passengers seated in the economy class section will (where flight time permits) be afforded in-flight amenities such as complimentary beverages (excluding cocktails, beer and wine) and will be offered headsets for rental for audio/visual entertainment (where such feature is provided in flight).
- (C) Economy class or class "y"
  The economy class/tourist class section will be located immediately behind business class section, where the economy class/tourist class section will then begin immediately after the business class section. Or else on aircraft operating a premium economy section it will begin directly after the premium economy class section.
  - (1) Passengers seated in the economy class section will (where flight time permits) be afforded in-flight amenities such as complimentary beverages (excluding cocktails, beer and wine) and will be offered headsets for rental for audio/visual entertainment (where such feature is provided in flight).

Upgrade Details for destinations in US/Canada for 4Y Passengers booked in economy have the option to bid or purchase an Upgrade into Premium Economy and Business as follows:

Bidding Upgrade (BU)
 BU is subject to availability

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b) A confirmed booking is required to be eligible to place a bid on 4Y operated flights

- c) Up to 72hrs (3 days) before departure, the bid can be modified or canceled
- d) Within 72hrs (3 days) days before departure, an update/cancelation is not allowed
- e) The passenger will be informed 36 hours until 24 hours before departure about the final status of the bid
- f) BU is possible for the following compartment combinations:
  - Economy to Premium Economy
  - Economy to Business
  - Premium Economy to Business
- g) Prices are charged per flight segment and vary depending on compartment, route and flight. For International flights, biddings can be placed in a price-range of €105 to €2000; Prices are subject to all applicable taxes, no other discounts are permitted
- h) Passengers are asked to check <a href="https://www.eurowings.com">https://www.eurowings.com</a> for further details
- 2) Fixprice Upgrade (FU)
  - a) FU is subject to availability
  - b) A confirmed booking is required to be eligible to buy a FU on 4Y operated flights
  - c) FU are offered on the following touchpoints:
    - LH.com
    - Service Center / Call Center
    - Airport
    - Onboard
  - d) Depending on the sales touchpoint, FB are offered up to 360 days before departure
  - e) FU are possible for the following compartment combinations:
    - Economy to Premium Economy
    - Economy to Business
    - Premium Economy to Business
  - f) Refund and Rebooking

#### Voluntary:

- Rebooking conditions are according originally booked ticket
- Refund is not allowed

#### Involuntary:

- Rebooking and Refund is allowed
- g) Prices are charged per flight segment and vary depending on compartment, route and flight. For international flights, prices range from € 69 to € 2700. Prices are subject to all applicable taxes, no other discounts are permitted
- h) Passengers are asked to check <a href="https://www.eurowings.com">https://www.eurowings.com</a> for further details on the various Upgrade options

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## Rule 15 Electronic Surveillance of Passengers and Baggage

Passengers and their baggage are subject to inspection with an electronic detector and/or surveillance equipment with or without the passengers' consent or knowledge.

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### Rule 21 Transport of Disabled Passengers

(A) Definitions - Passengers shall be considered Disabled when their physical, mental, intellectual, cognitive, learning, communication or sensory impairment - or a functional limitation - whether permanent, temporary or episodic in nature, or evident or not, that hinders a person's full and equal participation in society thus

requiring said individuals to need further attention on enplaning, deplaning, during flight, in an emergency evacuation or during

ground handling.

- (1) Ambulatory A person who is able to move about within the aircraft unassisted.
- (2) Non-ambulatory A person who is not able to move within the aircraft unassisted.
- (3) Self-reliant A person who is independent, self-sufficient and capable of taking care of all physical needs during flight, and who requires no special or unusual on board attention beyond that afforded to the general public. Except that assistance in boarding and deplaning may be required.
- (4) Non-self-reliant A person who is incapable of self-care during a flight.
- (5) Determination of self-reliance
  The carrier will accept the disabled person's determination as to self-reliance.
- (6) Assistant (personal attendant) (ix). An able-bodied person physically capable of assisting a disabled passenger to an exit in the event of an emergency and who will attend to the personal needs of that passenger during flight, where such is required.
- (7) Wheelchair-bound athlete A non-ambulatory person with upper body and arm development such as to make him/her physically capable of egressing an aircraft in an emergency with minimal assistance, and who is a member of a bona-fide sports organization.
- (8) Random seating The assignment of any passenger seat on the main deck of an aircraft except a seat in a row of seats at an emergency exit.
- (9) Planned seating The assignment of passenger seats at or near the end of an evacuation line to an exit which, in general, will be floor level exit.
- (10) Service Animal means a dog, regardless of breed or type, that is individually trained to do work or perform tasks for the benefit of a qualified individual With a Disability, including a visual, sensory, psychiatric, intellectual, or other mental

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disability. Animal species other than dogs, emotional support animals, comfort animals, companionship animals, and service animals in training are not Service Animals pursuant to U.S. or Canadian regulations. .

(B) Acceptance of disabled passenger

- (1) 4Y will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on the person's disability, except as permitted or required by law.
- (2) Unless 4Y determines a safety assistant is essential for safety, pursuant to paragraph (b)(3) Below, 4Y will accept the determination made by or on behalf of a person with a disability as to self-reliance. Once advised that the person is "self-reliant", 4Y 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 extraordinary assistance from airline employees in meeting the passenger's needs.
- (3) Carrier will refuse to transport or will remove at any point, any passenger whose mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance unless;
  - (a) He/she is accompanied by an attendant who will be responsible for caring for him/her enroute, and;
  - (b) With the care of such attendant, he/she will not require unreasonable attention or assistance from employees of the carrier.
- (4) Seating assignments
  When a person identifies the nature of his/her
  disability, 4Y will, to the extent possible,
  accommodate the passenger with a seat assignment
  that suits the passenger's needs, including
  seating the passenger together with any safety
  attendant or personal attendant traveling with the
  passenger.
- (5) Service animals

(a) Carrier accepts for transportation properly harnessed, leashed or tethered dog that is accredited, in writing, as a Service Animal, when it

accompanies a passenger with a disability or medical condition.

The dog will be permitted to accompany such passenger into the cabin, but will not be permitted to occupy a seat. Large Service Animals must fit either in the passenger's lap or in the passenger's footspace, unless transportation would be inconsistent with safety requirements set out by any regulating authority.

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(b) Service Animals will be transported free of charge, and Carrier requires 48 hours advance notice of transportation in both the US and Canada.

(c) 4Y limits the maximum number of Service Animals per passenger to two (2) service dogs in the US, and one (1) service dog in Canada.

- (d) 4Y may refuse to transport a service dog if:
  - The service dog poses a direct threat to the health or safety of others;
  - The service dog causes a significant disruption in the cabin or at an airport gate area, or its behavior on the aircraft or at an airport gate area indicates that it has not been trained to behave properly in public:
  - IF the person with a disability fails to have in their possession documentation at the time of check-in which demonstrates that the dog has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit:
  - The service dog's carriage would violate applicable safety or health requirements of any applicable laws or regulations.

(e) For U.S. flights only: Passegners are required

complete and submit to 4Y the following forms:
(1) a U.S. DOT Service Animal Air Transportation form attesting to the health, training and behavior of the dog; and
(2) for flight segements of eight (8) hours or

more, a U.S. DOT Service Animal Relief form, certifying that the dog will not need to relieve itself on the flight, or can relieve itself in a way that will not cause a health and sanitation issue.

These forms should be submitted more than 48 hours in advance of travel to 4Y, and are required at the departure

gate on your date of travel.

- (f) When travel involves more than one carrier, it is the responsibility of the passenger to verify the policy of each carrier involved on the itinerary, and ensure that each carrier is aware and willing to transport the Service Animal.
  - (6) Reservations Reservations should be made at least 48 hours in advance of travel (except for oxygen and/or stretchers, which must be made at least five (5) working days in advance), advising the carriers as to the nature of the disability and assistance required, so that carrier arrangements can be made. Carriers will make every effort to accommodate passengers who fail to make timely reservations.
  - Seating restrictions (7) Persons with a disability will not be permitted to

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occupy seats in designated emergency exit rows in over-wing emergency exit rows, where the ventral stair may be used as an emergency exit, or in upper deck of the aircraft or, otherwise in accordance with safety rules or regulations administered by transport Canada or the department of transportation. Blind passengers are not allowed on the

upper

deck during flight of aircraft with spiral stairways.

(8) Assistance to disabled persons. If requested at least 48 hours before scheduled time of departure of the person's flight, the carrier will provide the following assistance (Canada Only: points with "\*" noted require no advanced notice):

(a) Priority registration at the check-in counter\*

(b) Proceeding to the boarding area

(c) Boarding and deplaning

- (d) Stowing and retrieving the person's carry-on Baggage\*
- (e) Retrieving the person's checked baggage

(f) Transferring the person:

- (i) Between: The person's own wheelchair, scooter or other mobility aid and: a wheelchair, boarding chair or other mobility aid provided by the carrier
- (ii) Between: A wheelchair, boarding chair
   or other mobility aid
   and: the person's passengers seat
- (g) Assisting the person, other than by carrying the person, in moving to and from an aircraft washroom, including assisting the person in using an on-board wheelchair where one is available
- (h) Assisting the person, upon request, with accessible in flight entertainment where available. The aircraft may be substituted at any time and accessible in flight entertainment is not guaranteed\*
  - (i) Serving special meal, where available, and providing limited assistance with meals such as opening packages, identifying items and cutting large food portions\*
  - (j) Inquiring periodically about the person's needs when persons in wheelchairs who are not independently mobile are awaiting a flight after check-in, when in transit between flights and during the flight\* (wheelchair service)

itself does require 48 hour advanced notice, although Carrier will make a reasonable effert to provide such services on short notice)

(k) Assembling and disassembling of mobility aids, provided that the passenger provides 4Y with the instructions and any

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specialized tools needed, plus ample time to prior to departure to perform these tasks and prepare for departure,

(1) Assistance with proceeding to the general public area or to a representative of another carrier;

(m)If the passenger requests for any of these services is not made

within 48 hours of the designated departure time, or in the case of assembly/disassembly with no instructions or tools provided, 4Y will make reasonable effort to provide the above listed services.

(9) Pre-boarding
When a request is made by a person for boarding or
seating or stowing carry-on baggage, 4Y may
require the person to board the aircraft in
advance. Persons with disabilities needing
assistance will be boarded separately (normally
prior to all other passengers) and disembarked
separately (normally after all other passengers).

Passengers with severe allergies will also be allowed to pre-board upon request to clean the area around their seat.

(C) Mobility aids

- (1) Wheelchair manual driven (WCMP) and wheelchair battery driven with dry cell or non-spillable battery (WCBD) are accepted by carrier for passengers booking in need of wheelchair services. Batteries must be disconnected for acceptance for carriage on passenger's flight. Wheelchair battery driven with wet cell or spillable battery (WCBW) are not accepted for carriage on 4Y operated flights.
- (2) Carrier provides on-board wheelchairs for all flights operated from Canada/US and on all connecting flights. Carrier does not make available on-board wheelchairs on any codeshare flights operated by partner airlines.

(3) 4Y will carry, upon request and free of charge, a person with a disability's mobility aid as priority baggage, or if size permits, on-board the aircraft.

- (4) 4Y will refuse to transport any mobility aid where the size and weight of the mobility aid exceed the capacity of the aircraft, ramps or lifts; is too large to fit through the baggage compartment doors; or the transportation of the mobility aid would jeopardize the airworthiness and violate safety regulations. 4Y will advise the passenger at the time of refusal, and will provide the reason to the passenger, in writing, within ten (10) days. In the event of a refusal to transport, 4Y will advise the passenger of alternate bookings that would accomidate the mobility aid, and will rebook at no additional cost upon request of the passenger.
- (D) Passengers with Severe Allergies (Canada Only) passengers with severe allergies that self-identify will be seated in a buffer zone to help avoid the risk of exposure. Other passengers seated within

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the buffer zone will be advised prior to departure to not consume or use products containing the specific allergen, to the best extent possible (balancing the rights of other passengers and subject to the fact that 4Y cannot guarantee an allergen free environment). The buffer zone will be determined by the aircraft type, cabin and seating configuration.

(E) Retention of Documents (Canada Only) – 4Y will keep, upon request, an electronic copy of all personal health information or documentation provided for at least 3 years. In the case of conditions that evolve or improve/deteriorate over time, 4Y reserves the right to request new or updated documentation to ensure safe travel.

(F)Written Confirmation of Services (Canada Only) - 4Y will indicate at the time of booking, in the passengers reservation record, the services that passenger has requested be provided. 4Y will provide a written confirmation of the services booked in the passenger's itinerary. If services are reserved after booking, an updated itinerary with confirmation will be forwarded to the passenger without delay.

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### Rule 25 Refusal to Transport-Limitations of Carrier

For the purpose of Rule 25:

Force Majeure is defined as any unforeseeable circumstance beyond the carrier's control, the consequences of which could not have been avoided even if all due care had been exercised including, but not limited to, meteorological and geological conditions, acts of God, pandemics, strikes, riots, civil unrest, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labor disputes, either actual, threatened or reported.

(A) Refusal, cancellation or removal

Carrier will refuse to carry, cancel the reserved space of, or remove enroute any passenger:

When such action is necessary for reasons of Safety or addresses force majeure;;

- (b) When such action is necessary to prevent violation of any applicable laws, regulations, or orders of any state or country to be flown from, into or over;
- when the conduct, age, status or mental or physical condition of the passenger is such
- (i) Require special assistance of carrier or require a support person for assistance, and no such support person is travelling with the passenger (Note- if the passenger is travelling with a support person, and the passenger is refused transport, the support person will also be removed from the aircraft or denied transportation);

- Cause discomfort or make himself (ii) objectionable to other passengers; or
- (iii) Involve any hazard or risk to himself
- or to other persons or to property. When the passenger refuses on request to (d) produce positive identification, including proof of

age.

- Note: Carrier shall have the right, but shall not be obligated, to require positive identification of persons purchasing tickets and/or presenting a ticket(s) for the purpose of boarding aircraft.
- when the passenger refuses to permit search of his person or property for explosives or a concealed, deadly or dangerous weapon or article.
- (f) when the passenger refuses to obey the fasten seat belt signs, or announcements by the crew to fasten seat belts.

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(2) Subject to the provisions of Rule 87 (for the U.S.A) and Rule 89 (For Canada), (denied boarding compensation) herein, the sole recourse of any person so refused carriage or removed en route for any reason specified in the foregoing paragraphs shall be recovery of the refund value of the unused portion of his/her ticket as hereinafter provided in rule 90 (refunds).

(3) (for travel originating in Canada and travel with destination to Canada) At the time of refusal, 4Y will advise the passenger of the reason for the refusal and, no later than 10 days after the refusal, provide the passenger with a written notice defining the reason for said refusal.

(4) Government regulation No liability shall attach to carrier if carrier in good faith determines that what it understands to be applicable law, government regulation, demand, order or requirement requires that it refuse and it does refuse to carry a passenger.

(B) Conditional acceptance for carriage

- (1) If a passenger, whose status, age, or mental or physical condition is such as to involve any hazard or risk to himself is carried, it is on the express condition that carrier shall not be liable for any injury, illness or disability, or any aggravation or consequence thereof, including death caused by such status, age, or mental or physical condition.
- (2) Medical clearance
  - (a) If carrier determines, in good faith and using reasonable discretion, that a passenger's medical condition is such that air travel risks causing aggravation to said condition and/or may cause passenger to require urgent medical attention, carrier is entitled to require passenger to provide a medical certificate.
  - (b) Carrier will review the medical certificate provided and determine whether it can be accepted and the passenger cleared for carriage. Review and clearance will be performed by medical officers employed by carrier or under contract with carrier. In cases where such officers are not available, external medical authorities (e.g. Local medical doctors or hospital staff) may provide the required review and clearance.
  - (c) If carrier determines, acting in good faith, that a passenger's medical or physical condition involves an unusual hazard or risk to self or other persons (including, in the

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case of expectant mothers, unborn children) or property, carrier may refuse transportation to the person posing such hazard or risk.

(d) Pregnant passengers

- (i) Expectant mothers with complication free pregnancies can travel on carrier flights up to the 36th week of their pregnancy or up to four weeks before their expected due date without a medical certificate.
- (ii) Expectant mothers who are in or beyond the 36th week of their pregnancies must present a physician's certificate dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient and found her to be physically fit for travel by air and must state the estimated date of birth.

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#### Rule 30 Ground Transfer Service

This Rule is not applicable to transportation provided by means of bus or train for which the ticket was issued in conjunction with air transportation and where travel on those other modes of transportation are part of the contract of carriage issued by the carrier.

#### (A) General

- Except as otherwise provided below, carrier does (1)not maintain, operate or provide ground transfer service between airports or between airports and town centers. Except where ground transfer service is directly operated by carrier, it is agreed that any such service is performed by independent operators who are not and shall not be deemed to be agents or servants of carrier. Anything done by an employee, agent or representative of carrier in assisting the passenger to make arrangements of such ground transfer service shall in no way make carrier liable for the acts or omissions of such an independent operator. In cases where a carrier maintains and operates for its passengers local transfer services, the terms, conditions, rules and regulations of the carrier, including (but without limitation) those stated or referred to in their tickets, baggage checks and baggage valuation agreements shall be deemed applicable to such local services. No portion of the fare shall be refundable in the event local transfer services are not used.
- (2) In the case of scheduled overnight stops on through service via the same or a combination of carriers named, ground transfer charges may be borne by the carrier.

## (B) At points in Area no. 1

- (1) Ground transfer service between airports and the town centers served is not included in the fare.
- (2) Ground transfer service between airports serving the same city is provided at the following points at no additional charge.

Between:

John f. Kennedy international; and La Guardia; Newark (NJ)

and:

For passenger paying First class or business class fares governed by rules 2000/2100 making connections with other air services within the U.S.A. Which are scheduled to depart not

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more than 12 hours after passengers arrival on the carriers Transatlantic flights. CTA No. 573 DOT No. 937

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Tariff: 4Y1

#### Rule 35 Passenger Expenses EN Route

Passenger expenses en route

(A) Inflight services

Meals

Meals, if served, will be free of charge, unless otherwise specified in the published tariffs of carrier.

(B) En route ground services

(1) Hotel accommodations and other services

- (a) When requested by passenger, carrier's representatives will make application on their behalf for hotel reservations, but the availability thereof is not guaranteed. All expenses incurred by carrier or its representatives in arranging, or attempting to arrange, for reservations will be chargeable to passengers, except as otherwise provided in this tariff.
- (b) Except as provided below, hotel expenses are not included in passenger fares, and in the case of scheduled overnight or other stops on through services, the cost of hotel accommodation may be borne by carrier.
- (2) If food is provided, it is provided at no charge. Exception 1: This rule does not apply at connecting points in the U.S.A. or Canada for passengers originating in, destined to or having their

point of turnaround in that area. Eastbound across the Atlantic, this rule applies only to passengers making same day connections where the time between arrival and scheduled departure on the connecting service is in excess of

six hours. This provision only applies to passengers travelling at normal fares as published in this tariff.

Note:

For the purpose of this rule, connecting point means a point to which a passenger holds space on a flight of one carrier and out of which the passenger holds confirmed space on a flight of the

Coi

Exception 2:

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Carrier: EW Discover - 4Y

same or another carrier.
all airports through
which a city is served by
any carrier shall be
deemed to be a single
connecting point when the
receiving carrier has
confirmed reservations to
the delivery carrier.

(C) Arrangements made by carrier
In making arrangements for hotel or other housing and board accommodation for passengers, or for other services requested by passengers, whether or not the cost of such arrangements are for the account of carrier, carrier acts only as agent for the passenger and carrier is not liable for loss, damage or expense incurred by the passenger as a result of, or in connection with, the use by the passenger of such accommodation or other service, or the denial of the use thereof to the passenger by any other person, company or agency.

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Rule 40 Taxes

Any tax or other charge imposed by government authority and collectible from a passenger will be in addition to the published fares and charges.

Exception:

Transit taxes at connecting points will be borne by carrier in case of scheduled overnight or other stops on through services. Tariff: 4Y1 Carrier: EW Discover - 4Y CTA No. 573 DOT No. 937

# Rule 41 Other Charges

The YQ charge is interlinable, it is not commissionable. The YQ charge appeals to all passengers in all flight classes on all fare types (children, ID tickets). The YQ charge is refundable for the 4Y sectors not flown and the flight coupons not used.

Carrier: EW Discover - 4Y

Rule 43 International/Domestic/ Environmental and Distribution Cost Surcharge

(Applicable Point of Commencement Canada / US Only)†

(1)(A) 4Y will collect an international/domestic surcharge on 4Y flight sectors in addition to the air fare.

(B) The code "YQ-I" will be used.

(via area 02)

Following are the exceptions to the Transatlantic surcharge on the Transatlantic journey (per one-way) for first class fares 985.00 from Canada to Europe CAD CAD 1010.00 from Canada to India 1010.00 from Canada to Afghanistan, Bangladesh, Pakistan, Sri Lanka, Maldives, CAD Tajikistan, Turkmenistan, Uzbekistan, Kirgizstan, Kazakhstan, Russia (east of Urals). 1010.00 from Canada to Africa CAD from Canada to United Arab Emirates 1102.00 CAD 1010.00 from Canada to the Middle East CAD 1010.00 from Canada - 000 (except CAD CA)/160/PA (via IN) 1010.00 from Canada - 000 (except CA)/160/PA (via Afghanistan, Bangladesh, Pakistan, Sri Lanka, Maldives, Tajikistan, Turkmenistan, Uzbekistan, Kirgizstan, Kazakhstan, Russia (east of)) CAD 1010.00 from Canada - 000 (except CA)/160/PA

(b) Following are the exception to the Transatlantic surcharge on the Transatlantic journey

(per one-way) for business class fares CAD

979.50 from Canada to Great Britain

<sup>†</sup> Tracked Changes applicable to/from Canada and annotated throughout the entirety of Rule 43 are effective October 2,2024, pursuant to Order Number 2021-A-3 of the CTA.

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954.50 from Canada to Ireland CAD

745.00 from Canada to Morocco CAD

CAD 990.00 from Canada to the rest of Europe

990.00 from Canada to India CAD

CAD - 965.00 from Canada to Afghanistan, Bangladesh, Pakistan, Sri Lanka, Maldives, Tajikistan, Turkmenistan, Uzbekistan, Kirgizstan, Kazakhstan and Russia (east of Ural)

990.00 from Canada to Israel via TC2. Afghanistan; Bangladesh; Bhutan; British Indian Ocean Territory; India; Nepal in Business Class

990.00 from Canada to Africa CAD

1102.00 from Canada to United Arab Emirates CAD

> 990.00 from Canada to the rest of middle CAD east

CAD

Canada - 000 (except CA)/160/PA 990.00 CAD

(viaIN)

CAD 965.00 Canada - 000 (except CA)/160/PA (via AF, BD, IN, LK, MV, PK, TJ, TM, UZ, KG, KZ, XU)

990.00 Canada - 000 (except CA)/160/PA (via CAD Area 02)

 990.00 from Canada to area 02 for first and business CAD

(c) Following are the exception to the Transatlantic surcharge on the Transatlantic journey (per one-way) for premium economy

505.00 from Canada to Great Britain CAD

565.00 from Canada to the rest of Europe CAD

from Canada to India CAD 590.00

590.00 on Transatlantic journey (per CAD one-way) from Canada to Qatar

- CAD

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CAD

CAD

CAD

CAD

CAD

CAD

CAD

east

CAD

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    590.00 from Canada to Israel

          CAD
                       590.00 from Canada to Middle East
          CAD
                       590.00 from Canada to Afghanistan,
          CAD
               Bangladesh, Pakistan, Sri Lanka, Maldives,
               Tajikistan, Turkmenistan, Uzbekistan,
               Kirgizstan, Kazakhstan, Russia (east of Ural)
          CAD
                                 from Canada to the rest of traffic
                        590.00
               Area 2
                         590.00
                                     Canada - 000 (except CA)/160/PA
              CAD
              (via IN)
                        590.00 Canada - 000 (except CA)/160/PA (via
              CAD
              AF, BD, IN, LK, MV, PK, TJ, TM, UZ, KG, KZ, XU)
                      590.00
                                  Canada - 000 (except CA)/160/PA
              (via IL)
              CAD
                        590.00
                                  Canada - 000 (except CA)/160/PA
              (via Area 02)
     (d)
          Following are the exception to the Transatlantic
          surcharge on the Transatlantic journey (per
                    one-way) for economy class fares
                   290.00 from Canada to Iceland
          CAD
       310.00 from Canada to Algeria/Morocco
CAD
       150.00 from YTO to DUB applicable KZ- / LZ-
CAD
         230.00
                  from CA to Europe applicable FBC KZ- /
CAD
LZ-
          CAD
                     325.00 from Canada to Great Britain
                    345.00 from Canada to Ireland applicable RBD
           CAD
K/L/T/S
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350.00 from Canada to Portugal

402.00 from Canada to India

395.00 from Canada to Lebanon

370.00 from Canada to the rest of Europe

from Canada to Israel

from Canada to the rest of Africa

from Canada to the rest of middle

590.00 from Canada to Africa

395.00

395.00

395.00

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CAD 420.00 from Canada to Afghanistan, Bangladesh, Pakistan, Sri Lanka, Maldives, Tajikistan, Turkmenistan, Uzbekistan, Kirgizstan, Kazakhstan, Russia (east of Ural)

CAD 395.00 from Canada. Oatar.

\_

CAD -395.00 from Canada to the rest of traffic Area 2

CAD 402.00 Canada - 000 (except CA)/160/PA (via IN)
CAD 420.00 Canada - 000 (except CA)/160/PA (via AF, BD, IN, LK, MV, PK, TJ, TM, UZ, KG, KZ, XU)
CAD 395.00 Canada - 000 (except CA)/160/PA (via IL)

CAD 395.00 Canada - 000 (except CA)/160/PA (via Area 02)

- (e) A) Following are the exception to the Transatlantic surcharge on the Transatlantic journey (per one-way) for first class and business class fares CAD 264.00 from Canada 220/230/Area01/Area 03 (via 210)
  - B) Following are the exception to the Transatlantic surcharge on the Transatlantic journey (per one-way) for premium economy and economy class fares CAD 198.00 from Canada 220/230/Area01/Area 03 (via 210)
  - (f) YQ does not apply on LH flight numbers operated by ground transportation operated by busses and does not apply for "railfly" services operated by trains.
- (2) The charge applies on tickets of Lufthansa or interlining carrier's ticket (1). Exception: YQ does not apply to the portion of journeys where LH flight numbers are operated by ground transportation (busses) or "railfly" services (trains).

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(3) This surcharge applies on departure. The international/domestic surcharge amount is charged at the time of ticket issuance and shown in the ticket tax/fees/charges box.

(4) The charge applies to all passengers in all flight class on all fare types (2). Exception: This charge does not apply to infants and ID (industry discount) travel. (1) - Provided the respective interline carrier does

collect such surcharges
(2) - Except as noted above

- B) 4Y will collect an international/domestic Environmental cost surcharge on 4Y flight sectors in addition to the air fare.
  - (1) The code "YO-F" will be used.
  - (2) Below are the surcharge amounts which apply for travels originating point of commencement Canada and USA and for flights originating from Europe, Algeria, Morocco, Tunisia to worldwide.

    This surcharge is applicable for tickets issued from 15 August 2024 for travels on / after 01 January 2025:
    - (a) CAD 60.00 for travel from Canada in first class for flights originating from IATA Europe to worldwide (b) CAD 30.00 for travel from Canada in business class for flights originating from IATA Europe to worldwide (c) CAD 14.00 for travel from Canada in premium economy class for flights originating from IATA Europe to worldwide
    - (d) CAD 10.00 for travel from Canada in economy class for flights originating from IATA Europe to worldwide
- (3) distribution cost surcharge (dcc)
- (A) 4Y will collect a distribution cost surcharge (dcc) for tickets issued on 4Y ticket stock when 4Y is participating carrier in the itinerary.
- (B) The charge will only be applicable at original/first issue and only when sales are made with travel agencies or online agencies.
- (C) The charge is not applicable when tickets will be

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reissued.

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Rule 45 Administrative Formalities, Passports, Visas and Tourist Cards

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

## (B) Passports and visas

- (1) The passenger must present all exit, entry and other documents required by laws, regulations, orders, demands or requirements of the countries concerned. Carrier will refuse carriage to any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents are not complete. Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision.
- (2) Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever carrier, on government order, is required to return a passenger at his point of origin or elsewhere due to the passenger's inadmissibility into a country, whether of transit or of destination. Carrier will apply to the payment of such fares any funds paid by the passenger to carrier for unused carriage, or any funds of the passenger in the possession of carrier. The fare collected for carriage to the point of refusal or deportation will not be refunded by carrier.
- (3) Passengers travelling without a visa (TWOV) (IX) service charges. A passenger travelling without a visa who transits a point within a country requiring a visa for lawful entry, will be assessed a service charge of USD 50.00/CAD 60.00 or its equivalent converted at the applicable banker's rate when 4Y is the carrier providing the passenger with transportation to/from such point.

  Note: The service charge will be assessed

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either when 4Y issues or reissues the passenger's ticket or when passenger checks-in for flight.

(C) Customs inspection If required, the passenger must attend inspection of his baggage, checked or unchecked, by customs or other government officials. Carrier accepts no responsibility toward the passenger if the latter fails to observe this condition. If damage is caused to carrier because of the passenger's failure to observe this condition, the passenger shall indemnify carrier therefor.

(D)

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## Rule 50 Preplanned Oxygen Service

(A) A passenger requiring oxygen is permitted to travel unaccompanied. Verification and confirmation of their fitness to travel by air, by the 4Y medical service or by presenting a certificate from an attending physician describing passengers condition and attesting to his/her need for oxygen.

(B) Own oxygen information
Small gaseous oxygen or air cylinders required for
all medical use with maximum 2 litres and 200 bar
pressure (ttl 400 litres) may be used on board
4Y-ops aircraft and must be carried in a manufacturer
approved outer packaging protection of the outlet
value. Own oxygen must not be dependent on
aircraft power supply or on batteries but has to be
self powered. 4Y physicians clearance is required.
Own oxy equipment may be purchased from suppliers
of surgical equipment. (Sanitaetshaeuser).

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## Rule 55 Liability of Carriers

(A) 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) Successive carriers
Carriage to be performed under one ticket or under a
ticket and any conjunction ticket issued in connection
therewith by several successive carriers is regarded as
a single operation.

(C) Laws and provisions applicable

- (1) Carriage hereunder is subject to the rules and limitations relating to liability established by the convention (Rule 1, (definitions) herein) Unless such carriage is not "international carriage" as defined by the convention (Rule 1, (definitions) herein).
- (2) To the extent not in conflict with the provisions of paragraph (1) above, all carriage under this tariff and other services performed by each carrier are subject to:
  - (a) Applicable laws (including national) laws implementing the convention or extending the rules of the convention to carriage which is not "international carriage" as defined in the convention), government regulations, orders and requirements;
  - (b) Provisions set forth in the passenger's
     ticket;
  - (c) Applicable tariffs; and
  - (d) Except in transportation between a place in the United States and any place outside thereof, and also between a place in Canada and any place outside thereof, conditions of carriage, regulations and timetables (but not the times of departure and arrival therein specified) of carrier, which may be inspected at any of its offices and at airports from which it operates regular services.
- (3) Carrier's name may be abbreviated in the ticket and carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; and for the purpose of the convention, the agreed stopping places are those places, except the place of departure and the place of destination set forth in the ticket

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and any conjunction ticket issued therewith or as shown in carrier's timetable as scheduled stopping places on the passenger's route. A list giving the full name, and its abbreviation of each carrier concurring is published in this tariff.

### (D) Limitation of liability

- (1) Carrier is not liable for any loss or claim of whatsoever nature (hereinafter in this tariff collectively referred to as "damage") arising out of or in connection with carriage or other services performed by carrier incidental thereto, unless such damage is proved to have been caused by the negligence or willful fault of carrier and there has been no contributory negligence of the passenger.
- (2) 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 1,288 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. b. Under no circumstances will carrier be liable for

damage to unchecked baggage not attributable to negligence of carrier. Assistance rendered the passenger by carrier's employees in loading, unloading or transshipping unchecked baggage shall be considered as gratuitous service to the passenger.

c. The passenger may make a special declaration that their baggage has a higher value than the carrier's maximum liability. If the passenger does so, then the passenger must make this declaration to the carrier at the time of check-in and, if required by the carrier, shall as per Rule 55(F), Excess Value Declaration Charge, pay the supplementary charge to allow for additional liability coverage in the case of destruction, loss, damage or delay of their checked baggage.

Note: This provision is not applicable to a person's mobility aid.

Exception: The carrier is not liable for the declared amount if it can prove that it is greater than the passenger's actual interest in delivery at destination.

In the case of transportation under the Warsaw Convention, no supplementary sum shall apply unless the declared amount exceeds 19 Special Drawing Rights per

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kilogram of the total recorded weight of the checked baggage at the time the baggage is handed to the carrier.

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 defences set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation of defence recognized by a Court with proper jurisdiction over claim.

- e. The carrier reserves all defences and limitations under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defence of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defence 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.
- f. Canada only: Carrier will refund to the passenger any fees paid for the transportation of checked baggage that was delayed, damaged or lost.
- g. Carrier is not liable for damage to a passenger's baggage caused by property contained in the passenger's baggage. Any passenger whose property caused damage to another passenger's baggage or to the property of carrier shall indemnify carrier for all losses and expenses incurred by carrier as a result thereof.
- h. Carrier will refuse to accept any articles which do not constitute baggage as such term is defined herein, but if delivered to and received by carrier, such articles shall be deemed to be within the baggage valuation and limit of liability and shall be subject to the published rates and charges of carrier.

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(3) Carrier is not liable for any damage directly and solely arising out of its compliance with any laws or with governmental regulations, orders or requirements, or from failure of the passenger to comply with same, or out of any cause beyond the carrier's control.

(4) Liability - services of other airlines

(a) A carrier issuing a ticket or checking baggage for carriage over the lines of others

does so only as agent.

(b) No carrier shall be liable for the delay of a passenger, or the loss, damage or delay of unchecked baggage, not occurring on its own line; and no carrier shall be liable for the loss, damage or delay of checked baggage not occurring on its own line, except that the passenger shall have a right of action for such loss, damage or delay on the terms herein provided against the first carrier or the last carrier under the agreement to carry.

(c) No carrier shall be liable for the death or injury of a passenger not occurring on its

own line (see note).

Note: Except to the extent provided in rule 55 (liability of carriers) with respect

to tariff C.A.B. No. 937, issued by Airline Tariff Publishing Company, agent, rules affecting liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States, and Rule 55, is included herein, as part of the tariff filed with governments other than the United States and not as part of tariff C.A.B. No. 937 issued by Airline Tariff Publishing Company, agent, filed with the department of transportation.

(5) Carrier shall not be liable in any event for any consequential or special damage arising from carriage subject to this tariff, whether or not carrier had knowledge that such damages might be

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incurred.

(6) Whenever the liability of carrier is excluded or limited under these conditions, such exclusion or limitation shall apply to agents, servants or representatives of the carrier and also any carrier whose aircraft is used for carriage and its agents, servants or representatives.

- (7) Passengers must be present at the departure gate by the boarding time printed on the boarding pass. If they fail to do so, carrier reserves the right to cancel the space reserved. Passengers will be responsible for all costs associated with failure to comply with same. Carrier will not be liable for any loss or expense incurred.
- (8) (US Only) In any event, liability of carrier for delay of passenger shall not exceed the limitation set forth in the convention.
- (9) 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.

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(E) Gratuitous transportation

(1) Gratuitous transportation by carrier of persons, as hereinafter described, shall be governed by all the provisions of this rule, except paragraphs (2) And (3) Which follow, and by all other applicable rules of this tariff.

- (a) Transportation of persons injured in aircraft accidents on the lines of carrier and physicians and nurses attending such persons.
- (b) Transportation of persons, the object of which is that of providing relief in general epidemics, pestilence or other calamitous visitation.
- (c) Transportation of persons, which is required by and authorized pursuant to part 223 of the economic regulations of the department of transportation.
- (d) Transportation of persons which is subject to the convention.
- (e) Transportation of officers, employees and servants of carrier traveling in the course of their employment and in the furtherance of carrier's business.
- (2) Except with respect to gratuitous transportation of persons described in paragraph (d) (1) above, carrier in furnishing gratuitous transportation shall not be liable (the provisions of Rule 55 (liability of carriers) to the contrary notwithstanding) under any circumstances, whether of its own negligence or that of its officers, agents, representatives or employees, or otherwise, and the person using such free transportation, on behalf of himself, his heirs, legal representatives, defendants and other parties in interest, and their representatives, assignees, releases and agrees to indemnify carrier, its officers, agents, representatives and employees from all liability (including cost and expenses), for any and all delay, and for failure to complete passage, and from any and all loss or damage to the property of such person.
- (3) Except with respect to gratuitous transportation of persons described in paragraph (d)(1). Above, carrier, in furnishing gratuitous transportation, shall not be liable (the provisions of Rule 55 (liability of carriers) to the contrary notwithstanding) under any circumstances whether of its own negligence or that of its officers, agents, representatives or employees, or otherwise, and the person using such free transportation, on behalf of himself, his heirs, legal representatives, defendants and other parties in interest, and their representatives,

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assignees, releases and agrees to indemnify carrier, its officers, agents, representatives and employees from all liability (including cost and expenses) for any and all death or injury, to such person (see note).

Note: Except to the extent provided in Rule 55 (liability of carriers), with respect to C.A.B. No. , issued by airline tariff Publishing Company, agent rules affecting liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States, and Rule 55 (liability of carriers) is included herein as part of the tariff filed with governments other than the United States and not as part of C.A.B. No. 937, issued by airline tariff Publishing Company, agent filed with the Department of Transportation.

- (F) Time limitations on claims and actions
- No action shall lie in the case of damage to baggage unless the person entitled to delivery complains to an office of carrier forthwith after the discovery of the damage, and, at the latest, within seven (7) days from the date of receipt; and in the case of delay or loss, unless the complaint is made at the latest within twenty-one (21) days for all carriers from the date on which the baggage has been placed at his disposal (in the case of delay) or should have been placed at his disposal (in the case of loss). Every complaint must be in writing and dispatched within the times aforesaid. Where carriage is not "international carriage" as defined in the convention, failure to give notice shall not be a bar to suit where claimant proves that:
  - (a) It was not reasonably possible for him to give such notice, or
  - (b) That notice was not given due to fraud on the part of carrier, or
  - (c) The management of carrier had knowledge of damage to passenger's baggage.
  - (2) Any right to damages against carrier shall be extinguished unless an action is brought within two (2) years reckoned from the date of arrival at the destination or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- (G) Overriding law, modification and waiver
  - (1) Overriding law insofar as any provision contained or referred to in the ticket or in this tariff may be contrary to mandatory law,

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government regulations, orders, or requirements, such provision shall remain applicable to the extent that it is not over-ridden thereby. The invalidity of any provision shall not affect any other part.

(2) Modification and waiver
No agent, servant or representative of carrier has
authority to alter, modify or waive any provisions
of the contract of carriage or of this tariff.

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### Rule 60 Reservations

(A) General

A ticket will be valid only for the flight(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 or miscellaneous charges order 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) Conditions of reservations
Reservations shall be tentative unless and until
carrier has issued a validated ticket or miscellaneous

charges order to the passenger for which 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.

Exception 1: A reservation of space on a given flight is valid when the availability and allocation of such space is confirmed by a reservation agent of the carrier and entered in the carrier's computer.

Exception 2:

A reservation or seat request (waitlist) is valid only for the passenger in whose name the reservation or request WAS

originally made.

Transfer of reservations or seat requests (name changes) from one passenger to another is not permitted. As an exception to such rule, name changes for totally unused 4Y (220-) documents are permitted free of charge for legal name change reasons (for Example: marriage or divorce) provided supporting and eligible documentation will be presented along with such request (e.g.; copy of the respective passport and/or marriage certificate).

In the event that such transfer occurs without prior approval of 4Y, 4Y reserves the right to cancel said reservation, waitlisted or requested

space.

Exception 3:

Subject to payment or satisfactory credit arrangement, a validated ticket will be issued by the carrier indicating

such confirmed space provided the

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passenger applies to carrier for such ticket before the expiration of the time agreed upon between the carrier and the passenger when the reservation was confirmed. However, if airport ticketing was agreed upon, at least 90 minutes prior to the scheduled departure time of the flight.

### Exception 4:

- (a) If the reservation is made within two days of the departure of the flight, the ticket must be issued not later than the times specified below:
- (b) If airport ticketing was agreed upon, at least 90 minutes prior to the scheduled departure time of the flight.
- (c) Such reservation of space is subject to cancellation by the carrier without notice if the passenger has not obtained a validated ticket specifying thereon his/her confirmed reserved space by the time limit agreed upon between the carrier and the passenger.

### Exception 5:

Carrier may accept reservations of space for specific flights in excess of available space on board the aircraft. The number of excess reservations planned by the carrier for a particular flight is based on the anticipated booking pattern for such flight. determination of this pattern takes into consideration current conditions which may affect the expected utilization of space on the flight as well as historical factors such as the rate of late cancellations for the flight. failure of persons with confirmed reservations to show for the flight and the absence of any record for certain reservations in the carrier's inventory of the flight.

#### Exception 6:

In the event that the number of persons presenting themselves with confirmed reservations for carriage on a flight exceeds the number of seats available, those passengers with confirmed reservations who are not accommodated will be subject to Rule no. 89, (denied boarding compensation), herein.

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(C) Communication charges
The passenger will be charged for any communication
expense paid or incurred by carrier for telephone,
telegraph radio or cable arising from a special request
of the passenger concerning a reservation.

(D) Allocation of accommodations
Carrier does not guarantee allocation of any particular seat in the aircraft.

#### (E) Advance seats selection

(1) The passenger may pre-select a seat when booking a fare. However, a seat selection fee will be assessed if it is a condition of the fare purchased.

Exception: Persons with disabilities will not be charged a seat selection fee. The advance seat selection fee will be charged per passenger and per segment and will be applied as follows.

Applicable fees per segment on 4Y operated flights:

Within Europe, between Germany and Morocco, Egypt: Purchase via eurowings.com desktop and mobile, ticket counter/service center: CAD USD CHF **EUR** Economy Class Standard Seat 21 17 17 15 Preferred Seat 30 25 25 20 Legroom Seat 60 45 45 40 Purchase via travel agent/GDS: CAD CHF **EUR** USD Economy Class Standard Seat 24 24 22 31 Preferred Seat 40 32 32 27 Legroom Seat 70 52 52 47

(ii) Between Germany and Domenican Republic, Tanzania, Kenya, Cuba, USA Florida, Barbados, Canada Nova Scotia

Purchase via eurowings.com desktop and mobile, ticket counter/service center:CAD USD Economy Class Standard Seat 45 35 35 30 Preferred Seat 65 50 50 45 75 Legroom Seat 110 85 85 Purchase via travel agent/GDS: CAD USD CHF **EUR** Economy Class 55 Standard Seat 42 42 37 Preferred Seat 75 57 57 52 120 92 92 82 Legroom Seat

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(iii) Between Germany and other international des	stinat	ions		
Purchase via Ocean .com desktop	and me	obile,	tick	et
counter/service center: CADUSD	CHF	EUR		
Economy Class				
Standard Seat	49	40	40	35
Preferred Seat	72	60	60	55
Legroom Seat	165	125	125	110
Premium Economy Class				
Standard Seat	72	60	60	55
Purchase via travel agent/GDS:	CAD	USD	CHF	EUR
Economy Class				
Standard Seat	59	47	47	42
Preferred Seat	82	67	67	62
Legroom Seat	175	132	132	117

- (2) Seat selection fees are non-refundable unless:
  - (i) The carrier must move the passenger from their prepaid, pre-selected seat to a lower seat category due to an involuntary schedule or airport change or operational reason
  - (ii) The passenger has a voluntary rebooking in a higher compartment.
  - (iii) If the ticket is governed by the APPRs, and then such ancillary fees shall be refunded as defined in rule 90, (Refunds).

Applicable fees per segment for the Premium Economy Compartment (i)Between Germany and Kenya, Tanzania, Cuba, Dominican Republic, Jamaica and Barbados

Republic, Jamaica and Barbados				
Purchase via Ocean .com desktop	and mo	bile,	ticke	et
counter/service center:	CAD	USD	CHF	EUR
Premium Economy Class				
Standard Seat	67	50	50	45
Purchase via travel agent/GDS:	CAD	USD	CHF	EUR
Premium Economy Class				
Standard Seat	77	57	57	52
(ii)Between Germany and USA Florida, Canada Nova	Scoti	a		
Purchase via Ocean .com desktop			ticke	et
	CAD	USD		EUR
Premium Economy Class				
Standard Seat ´	67	55	55	50
Purchase via travel agent/GDS:	CAD	USD	CHF	EUR
Premium Economy Class ,				
Standard Seat ´	77	62	62	57
(iii) Between Germany and Mauritius, Namibia, Mex	ico, P	anama		
Purchase via Ocean .com desktop				et
counter/service center:	CAD	USD	CHF	EUR
Premium Economy Class				
Standard Seat ´	82	60	60	55
Purchase via travel agent/GDS:	CAD	USD	CHF	EUR
Premium Economy Class				
Standard Seat	92	67	67	62

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(iii)Between Germany and other intercontinental destinations

Purchase via Ocean .com desktop				
counter/service center:	CAD	USD	CHF	EUR
Premium Economy Class				
Standard Seat	90	65	65	60
Purchase via travel agent/GDS:	CAD	USD	CHF	EUR
Premium Economy Class				
Standard Seat	100	72	72	67

- (F) Accompanied minors: complimentary seat assignment for minors under the age of 14
  - (1) Minors under the age of 14 will receive complimentary family seating to ensure that they are seated in close proximity to a parent, guardian or tutor travelling with them. If seating assignments are not selected (or selection is not an option) at time of reservation confirmation, then the complimentary seating assignments will be provided at check in or the boarding gate. These seating assignments will be based on seating availability, and will be provided as follows:
    - (a) in the case of a child who is 4 years of age or younger, a seat that is adjacent to their parent, guardian or tutor's seat;
    - (b) in the case of a child who is 5 to 11 years of age, a seat that is in the same row as their parent, guardian, or tutor's seat and that is separated from that parent, guardian or tutor's seat by no more than one seat; and
    - (c) in the case of a minor who is 12 or 13 years of age, a seat that is in a row that is separated from the row of their parent, guardian or tutor's seat by no more than one row.
    - (d) In the event that there is no seating availability on the date of travel, volunteers will be approached for reseating to accommodate family seating.
- (G) Cancellation of reservations

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) Advisable by reason of weather or other conditions beyond its control (including, but without limitation, acts of god, force majeure, labor disturbances, strikes, civil commotions, embargoes, wars, hostilities or disturbances) Actual, threatened or reported.
- -(G) Communications costs upon cancellation Whenever a passenger cancels reservations made for himself/herself and such cancellation is not subject to a service charge, carrier will require payment from the passenger to cover the communications costs of

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making such reservations and subsequent cancellation thereof. The passenger will be charges for any communication expense paid or incurred by carrier including, but not limited to: telephone, telex, facsimile, courier, radio or cable.

- (H) Failure to occupy seat

  If a passenger fails to 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 departure of that flight, the carrier will cancel all continuing or return reservations held by the passenger provided 4Y originally reserved the space.
- (I) Check-in time limits
  The passenger must present him/herself at the 4Y
  check-in counter of the airport in U.S.A./Canada with
  his/her baggage for the flight for which such passenger
  holds a reservation to permit completion of government
  formalities and departure procedures, in accordance
  with the following minimum check-in times prior to
  departure:

First and Business Class Economy Class
At least 60 minutes At least 90 minutes
except as provided below
Montreal Economy Class
At least 90 minutes
except as provided below
Montreal

At least 40 minutes At least 90 minutes
If the passenger fails to arrive at such airport of
departure by the established time limit or appears
improperly documented and not ready to travel,
carrier(s) will cancel space reserved for him/her.
Departure will not be delayed for passengers who
arrive at airports of departure too late for such
formalities to be completed before scheduled departure
time. Carrier(s) is not liable to the passenger for
loss or expense due to passenger's failure to comply
with this provision.

- (J) Liability
  4Y is not liable when it cancels reservations of any
  passenger in accordance with this rule however:
  - (1) If such reservation is cancelled in accordance with paragraph (e) of this rule, LX will take such action as is provided in the following rules:
    Rule 80 (B) Involuntary Revised Routings
    Rule 90 (D) Involuntary Refunds
  - (2) If such reservation is cancelled in accordance with paragraph (g), or (h) of this rule, 4Y will take such action as is provided in the following rules:
    - Rule 80 (a) Changes Requested by Passenger
    - Rule 90 (E) Voluntary Refunds

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(I) Reconfirmation of reservation Carrier will cancel the reservation of an international portion of an itinerary (including the complete remaining international itinerary) of any passenger on a flight operated by it:

(1) From any stopover point

(J) Cancellation of continuing space
If a 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 voluntary refunds provisions published herein.

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### Rule 65 Tickets

### (A) General

- (1) A ticket will not be issued and in any case carrier will not be obliged to carry until the passenger has paid the applicable fare or has complied with credit arrangements established by carrier.
- (2) A ticket which has not been validated or which has been altered, mutilated or improperly issued, shall not be valid.
- (3) No person shall be entitled to transportation except upon presentation of a valid ticket. Such ticket shall entitle the passenger to transportation only between points of origin and destination and via the routing designated thereon.

Note: The fare paid shall only be applicable when international travel actually commences in the country of the point of origin shown on the ticket, i.e. If international travel actually commences in a different country, the fare must be reassessed from such country. For example, if the was ticket issued at the Hong Kong dollar fare for travel HKG-TYO-LAX and the passenger actually commences travel in Tokyo instead of Hong Kong, the fare must be reassessed at the TYO-LAX, Japanese yen fare level.

- (4) Name changes
  Name changes for totally unused
  documents are permitted free of charge for legal
  name change reasons (for Example: marriage or
  divorce) provided supporting and eligible
  documentation will be presented along with such
  request (e.g.: copy of the respective
  passport and/or marriage certificate)
- (5) Airline tickets issued outside the Philippines for international transportation of passengers originating in the Philippines shall not be valid for such transportation. (see notes 1 and 2 below)
  - Note 1: For the purpose of this rule, a passenger traveling abroad from the Philippines shall be deemed originating in the Philippines if:
    - (a) He is a resident of the Philippines; or
    - (b) His travel abroad from the Philippines is subject to the

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payment of the travel tax imposed under pd1183, as amended; or

- (c) The first leg of his actual trip starts in the Philippines, as verified by the absence of the corresponding immigration entry on his passport, subsequent to the date of issuance of the airline ticket abroad.
- Note 2: For the purpose of this rule, an airline ticket is deemed issued outside the Philippines if it shows on its face that it has been issued outside the Philippines.
- (B) Validity
  - (1) General

When validated, the ticket is good for carriage from the airport at the place of departure to the airport at the place of destination, via the route shown therein and for the applicable class of service and is valid for one year from the date or commencement of flight, except as otherwise specified in carrier's tariffs. Each flight coupon will be accepted for carriage on the date and flight for which accommodation had been reserved. When flight coupons are issued on an "Open date" basis, accommodation will be reserved upon application, subject to the availability of space. The place and date of issue are set forth on the flight coupons. Any extension of ticket validity will be in accordance with carrier's tariffs.

Exception 1: If the ticket is for, or includes, 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.

Exception 2: If no portion of the ticket is used, the period of validity will be one year from the date of issuance of the ticket.

(2) Periods of validity Tickets expire at midnight on the date of expiration of ticket validity, except that such period of validity will be extended by carrier, without additional collection of fare, as follows:

(a) For no longer than seven days beyond the original limit when a passenger who holds a ticket valid for one year is unable to obtain space at time of application to carrier.

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- (b) For no longer than thirty days beyond the original limit when carrier is unable to provide previously confirmed space; or a flight is cancelled or postponed during the period of validity; a scheduled stop which is either a stopover or destination for the passenger is omitted; carrier substitutes a different class of service; or causes a passenger to miss a connection; or fails to operate a flight reasonably according to schedule.
- (c) Until the date when the passenger, who is prevented from traveling within the period of validity of his ticket by reason of illness, becomes fit to travel according to a medical certificate, or until the first service of the class for which the fare has been paid on the carrier on which space is available after such date from the point where the journey is resumed or from the last connecting point, provided that when the flight coupons remaining in a ticket having a one year validity involve one or more stopovers, the validity of such ticket will be extended for not more than 3 months from the date shown on such certificate. In such circumstances carrier will extend similarly the period of validity of tickets of persons traveling with an incapacitated passenger.
- (d) For no longer than forty-five (45) days after the date of death of a passenger for tickets of the persons accompanying the deceased passenger.
- (e) A miscellaneous charges order issued without definite date of passage must be presented for a ticket within one year from date of issue; otherwise it will not be honored for a ticket.
- (3) Reissue of ticket's that is/are used out of sequence definition "Out of sequence"

A ticketed coupon of an (already partially flown) Itinerary is not used. This means the processing described below applies in a scenario before and after departure in case the coupon is not used in the booked order.

Example: CAI-FRA-SAO-MUC-CAI itinerary - Cai-FRA not used

CAI-FRA-Sao-MUC-CAI itinerary - MUC-CAI not used or a ticketed coupon of an itinerary was/is/will be used after a subsequent ticketed coupon of the same itinerary.

Example: CAI-FRA-Sao-MUC-CAI itinerary - FRA-SAO and Sao-MUC used, remaining coupons are to be used

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thereafter.

Reissue processing for all tickets

This rule applies to all fares any time.

Reissue must be based on the lowest applicable fare in the highest originally ticketed booking class to/from final destination per direction or if no fare is available in the originally ticketed booking class any higher applicable fare. As long as the passenger continues on originally booked flights.

Example: CAI-W/CL-FRA-W/CL-SAO-Q/CL-MUC-Q/CL-CAI
Reissue to FRA-W/CL-SAO-Q/CL-MUC only possible if
applicable fare in w/cl and q/cl exists

CAI-W/CL-FRA-W/CL-SAO-Q/CL-MUC-Q/CL-CAI

reissue to FRA-V/CL-SAO-Q/CL-MUC if no applicable fare in w/cl but only in V/cl exists

across pricing units (end-on-end combinations)

CAI-W/CL-FRA-Q/CL-SAO-W/CL-MUC-H/CL-CAI

CAI-FRA/MUC-CAI (pricing unit 1)

FRA-SAO-MUC (pricing unit 2)

Reissue to CAI-Q/CL-FRA// Sao-h/cl-MUC if applicable booking class is not available, contact carrier for confirmation.

Reissue will always be based on the original ticket issue date (past date pricing) incl BSR applicable at time of original ticket issue date.

All fare conditions including advance purchase of the new applicable fare must be complied with.

For restricted fare (all fares that originally allow changes against charge or do not allow changes at all), collect charge for reissue according to original fare conditions or minimum of EUR 60 for travel within

Europe and EUR 190 for all other travel. In case the passenger requests further changes in and out of sequence itinerary (e.g. Flight date or

out of sequence itinerary (e.g. Flight date or reroutings), the standard reissue processing applies, i.e. It must based on actual booking class availability at the time of reissue and performed according to the penalty conditions of the originally ticketed fare. Originally paid amount is credited towards the payable amount of the reissued fare, though the original

non-refundable amount remains non-refundable. If the new applicable fare is lower than the originally ticketed fare, no refund is granted in case of non-refundable fares. Reissue is mandatory for any

case of out of sequence travel.

The passenger is always entitled to refund the old ticket and to purchase a new ticket according to the fare conditions of the respective fare. In this case the new ticket has to be annotated: "Voluntary new purchase due to out of sequence":

Changes that do not fall under the "out of sequence" provisions will be regularly processed according to the penalty conditions of the respective fare.

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Absence, loss or irregularities of ticket Carrier will refuse carriage to any person not in possession of a valid ticket. In case of loss or non-presentation of the ticket or the applicable portion thereof, carriage will not be furnished for that part of the trip covered by such ticket or that portion thereof until the passenger purchases another ticket at the current applicable fare for the carriage to be performed. Carrier will not accept a ticket if any part of it is mutilated or if it has been altered by other than carrier or it is presented without the passenger's coupon and all unused flight coupons. Notwithstanding the foregoing, carrier will issue, at the passenger's 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 carrier's opinion warrant such action; provided that the passenger agrees, in such form as may be prescribed by carrier, to indemnify carrier for any loss or damage which carrier may sustain by reason thereof.

### (E) Non-transferability

- (1) A ticket is not transferable, but carrier shall not be liable to the person entitled to be transported or to the person entitled to receive such refund for honoring or refunding such ticket when presented by someone other than the person entitled to be transported thereunder or to a refund in connection therewith.
- (2) If a ticket is in fact used by any person other than the person to whom it was issued, with or without the knowledge and consent of the person to whom it was issued, carrier will not be liable for the destruction, damage, or delay of such unauthorized person's baggage or other personal property arising from or in connection with such unauthorized use.
- (3) If a ticket is in fact used by any person other that the person to whom it was issued, with or without the knowledge and consent of the person to whom it was issued, carrier will not be liable for the death or injury of such unauthorized person arising from or in connection with such unauthorized use (see note).

Note: Except to the extent provided in Rule 55 (liability of carriers), rules affecting liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States, and this rule is included herein as part of the tariff filed with governments other than that of the United States.

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- (G) Waiver of minimum/maximum stay requirements
  - (1) When a ticket is sold at a special fare containing a minimum stay requirement, the minimum stay requirement will be waived on presentation of a death certificate, or copy thereof, for passengers who are:
    - (a) Members of the immediate family of a passenger who dies EN route, or
    - (b) Other persons actually accompanying a passenger who dies EN route.
  - (2) If a passenger holding a special fare ticket with a minimum stay requirement desires to commence the return before the expiration of the minimum stay period owing to the death of an immediate family member not accompanying the passenger, and a death certificate or copy thereof is not immediately available, the passenger will be entitled to a refund of the additional amounts paid to permit earlier return on presentation of a death certificate attesting to the death of such family member after the passenger's commencement of travel.
- (H) Acceptance of tickets
  - (1) All airlines operating to, from or through the Philippines, including off-line carriers with sales offices and/or general sales agents in the Philippines, are hereby prohibited from importing into the Philippines airline tickets issued outside the Philippines for international air transportation of passengers originating in the Philippines.
  - (2) All airlines operating to, from and/or through the Philippines, shall ascertain whether or not the tickets for international air transportation of passengers originating in the Philippines, presented by such passengers at the airline check-in counters at the manila international airport, have been issued outside the Philippines. If so, said airlines shall not honor such tickets.

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## Rule 75 Currency of Payment

Except as otherwise provided below, fares and charges are payable in any currency acceptable to carrier. When payment is made in currency other than the currency in which the fare is published such payment will be made at the rate of exchange established for such purpose by carrier, the current statement of which is available for inspection by the passenger at carrier's office where the ticket is purchased. The provisions of this paragraph are subject to applicable exchange laws and government regulations.

- (1) Payment of fares in the U.S. For travel originating in the U.S. Shall be in U.S. Dollars.
- (2) Payment of fares in Canada for travel originating in Canada shall be in Canadian dollars.
- (3) Payment of fares for travel originating at a point outside the U.S. Or Canada and destined to a point in the U.S. Or Canada shall be in the currency of the country of origin, except as provided in (4) below.
- (4) Payment of fares for travel originating at a point outside the U.S. Or Canada and destined to a point in the U.S. Or Canada may also be made in the U.S. Or Canada in U.S. Or Canadian dollars. When the fare in the currency of the country of origin is converted to U.S. Or Canadian dollars the local bankers' buying rate of exchange will apply.
- (5) (a) When a transportation document is presented for either rerouting or refund at:
  - (i) Points in the U.S.A./Canada
  - (ii) Points outside the U.S.A. Covering travel originating and paid for in the U.S.A.; and the difference between the value of the revised journey and the value of the original transportation document shall be calculated in the currency of the country in which travel commenced; and
  - (b) If the value of the revised journey exceeds the value of the original transportation document, the difference in value shall constitute an additional collection and it shall be converted from the currency in which calculated into the currency being collected from the passenger or purchaser at the local bankers' buying rate of exchange in effect at the time of such transaction; or
  - (c) If the value of the original transportation document exceeds the value of the revised journey, the difference in value shall constitute a refund and it shall be converted from the currency in which calculated into the currency being refunded to the passenger or purchaser at the local bankers' buying rate of exchange in effect at the

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time of such transaction.

Note: Carrier will pay the refund in the same form (i.e., cash, check, credit card etc.) that was used in purchasing the original transportation document. Carrier, in making the refund, will observe any refund restriction that may be published in the applicable rules governing the original transportation document. Further, carrier will observe any government or carrier restriction imposed on the conversion and refund of currencies outside the country whose currency WAS originally collected.

(6) For travel commencing in Area 1 (except U.S.A./Canada/Area 2/Area 3 via a point in the U.S.A. When tickets are issued and paid for in the U.S.A.)

- (a) Where one way, round trip, circle trip or open jaw transportation originates outside the U.S.A./Canada and travel is via the U.S.A. On any portion of the journey, the applicable fare shall be the sum of:
  - (i) The applicable U.S. Dollar fare(s) from the first ticketed point of arrival or the last point of departure in the U.S.A. To the first Construction point outside the U.S.A.; plus
  - (ii) The applicable local currency fare for all other portions of the journey, calculated in the currency of the country of origin, converted to U.S. Dollars at the bankers' buying rate.
- (b) Separate ticket(s) must be issued for any portion of travel calculated in accordance with (a) above where the fare for such portion is based on the U.S. Dollar fare from the U.S.A.

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# Rule 80 Revised Routings, Failure to Carry and Missed Connections

(A) Changes requested by passenger

- At the passenger's request, carrier will effect a change in the routing (other than the point of origin), carrier(s), class(s) of service, destination, fare or validity specified in an unused ticket, flight coupon(s) or miscellaneous charges order by issuing a new ticket or by endorsing such unused ticket, flight coupon(s) or miscellaneous charges order, provided that:
  - (a)
  - Such carrier issued the original ticket or; Such carrier is the carrier designated in the (b) "via carrier" box, or no carrier is designated in the "via carrier" box. of the unused flight coupon or miscellaneous charges order for the first onward carriage from the point on the route at which the passenger desires the change to commence, however, where the carrier who issued the ticket is designated as carrier for any subsequent section(s) and has an office or general agent, who is authorized to make endorsements, at the point on the route where the change is to commence or where the passenger makes his request for such change. the reissuing carrier shall obtain such issuing carrier's endorsement; or
  - Such carrier has received written or (c) telegraphic authority to do so from the carrier entitled, under (a) or (b) above, to effect the change.
- when the rerouting results in a change of fare, (2) the new fare and charges shall be constructed as follows:
  - (a) (Not applicable to/from points in the U.S.A.)
    - (1)Partly used tickets where the rerouting results in a fare change, the new fare and charge(s) shall be recalculated from the last fare Construction point preceding the point from which the flight coupon(s) will be uplifted to the destination or the next fare construction point beyond which the original fare calculation remains applicable; provided once travel on a fare component has been completed such fare component may not be used for subsequent voluntary rerouting.
    - Note 1: for the purpose of this rule, fare Construction point, as used herein, means the point to which the previous

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fare was calculated. Charges to be used for the construction of the new fare shall be those which would have been applicable as of the date of commencement of carriage.

Note 2: for the purpose of this rule, fare Construction point, as used herein, means the point to which the previous fare was calculated.

(2) Totally unused tickets
Unless otherwise specified in the applicable fare rule used:

- (a) When a totally unused ticket is presented for a change in routing, the ticket shall be refunded and a new ticket shall be issued.
- (b) The fare for the new itinerary shall be assessed based on the fares applicable at the time of commencement of the new transportation and the rate of exchange applicable at the time of the new assessment.
- (c) The ticket issuance details from the old ticket shall not be carried forward to the new ticket.
- (b) (Applicable only from/to points in the U.S.A.) -
  - (1) Partly used tickets
    - (a) The new fare shall be calculated upon the basis of that which would have been applicable had the passenger purchased transportation for the revised itinerary (which includes those points for which transportation has already been completed) prior to departure from point of origin.
    - (b) Additional passage at the through fare and charges shall not be permitted unless request therefor has been made prior to arrival at the destination named on the original ticket or miscellaneous charges order; and, after carriage has commenced:
      - (i) A one-way ticket shall not be converted into a round, circle

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or open jaw trip ticket at the round, circle or open jaw trip discount for any portion already flown. Discount will only be applied only to any rerouted portion of the trip and only from the point of rerouting, not based on any portion of the trip already flown;

- (ii) A round, circle or discounted open jaw trip ticket can be converted into any other one of these categories provided that the request therefor is made prior to arrival at the destination named on the original ticket or miscellaneous charges order.
- (2) Totally unused tickets
  Unless otherwise specified in the applicable fare rule used:
  - (a) When a totally unused ticket is presented for a change in routing, the ticket shall be refunded and a new ticket shall be issued.
  - (b) The fare for the new itinerary shall be assessed based on the fares applicable at the time of commencement of the new transportation and the rate of exchange applicable at the time of the new assessment.
  - (c) The ticket issuance details from the old ticket shall not be carried forward to the new ticket.
- (3) Any difference between the fares and charges applicable under paragraph (2) (b) above, and the fares and charges paid by the passenger, will be collected from the passenger by the carrier accomplishing the rerouting who will also pay to the passenger any amounts due to account of refunds.
- (4) The expiration date of any new ticket issued for a revised routing will be limited to the expiration date that would have been applicable had the new ticket been issued on the date of sale of the original ticket or miscellaneous charges order.
- (5) Time limits on cancellations and charges for late cancellations will be applicable to revised routings requested by passenger.

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(B) Involuntary revised routing In the event carrier cancels a flight, fails to operate according to schedules, substitutes a different type of equipment or different class of service, or is unable to provide previously confirmed space, or the passenger is refused passage or removed, in accordance with rule 25 (refusal to transport- limitations of carrier) herein, carrier will either:

- (1) Carry the passenger on another of its passenger aircraft on which space is available; or
- (2) Endorse to another carrier or to any other transportation service the unused portion of the ticket for purposes of rerouting; or
- (3) Reroute the passenger to destination named on the ticket or applicable portion thereof by its own services or by other means of transportation; and, if the fare, excess baggage charges and any applicable service charge for the revised routing is higher than the refund value of the ticket or applicable portions as determined from rule 90 (refunds) herein, carrier will require no additional payment from the passenger, but will refund the difference if the fare and charges for the revised routing are lower; or
- (4) Make involuntary refund in accordance with the provisions of rule 90 (refunds) herein.
- (5) (Canada Only) Any additional rights due to passengers are defined in Rule 85 (Part II) and Rule 89 (Part II).
- (C) Missed connections
  In the event a passenger misses an onward connecting
  flight on which space has been reserved for him/her
  because the delivering carrier did not operate its
  flight according to schedules, or changed the schedule
  of such flight, the delivering carrier will arrange for
  the carriage of the passenger or make involuntary
  refund in accordance with rule 90 (refunds) herein.
- (D) (cancelled)
- (E) (cancelled)

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## Rule 85 Schedules, Delays and Cancellations

(A) Schedules

The times shown in timetables or elsewhere are approximate and not guaranteed, and form no part of the contract of carriage. Schedules are subject to change without notice and carrier assumes no responsibility for making connections. Carrier will not be responsible for errors or omissions either in timetables or other representations of schedules. No employee, agent or representative of carrier is authorized to bind carrier as to the dates or times of departure or arrival or of the operation of any flight.

(B)Carrier not responsible

Carrier assumes no responsibility for passenger making connections not included as part of the itinerary set out in the ticket. Carrier is not responsible for changes, errors or omissions either in timetables or other representations of schedules. 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, including labour disruptions or strikes.

If applicable, a passenger may invoke the provisions of the APPR (in Canada) or of the applicable convention regarding liability in the case of

delay.

(B) Delays and cancellations

Part I (EU 261 Applies): Applicable only to flights or portions
of flights originating in the EU and terminating in Canada

The rules set out in EU regulation no. 261/2004 are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

(1) Applicability

The following rules shall apply:

- (a) In respect of flights departing from an airport in the European Union (EU) and flights departing from an airport in a third country bound to an airport in the EU unless passenger received benefits or compensation and were given assistance in that third country;
- (b) On condition that passengers have a confirmed reservation on the flight concerned and presents

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> himself/herself for check-in at the time indicated in advance and in writing or electronically; or; if no time is indicated; not later than 60 minutes before the published departure time;

- (c) Only to the passenger traveling with a valid ticket including tickets issued under a frequent flyer or other commercial programme with confirmed reservations and
  - (i) Presents himself at the appropriate place and has observed published minimum check-in times
  - (ii) Has complied with 4Y 's ticketing and reconfirmation procedures
  - (iii) Is acceptable for transportation under the carrier's tariff and the flight for which the passenger holds confirmed reservations is unable to accommodate the passenger and departs without him/her
- (d) Where 4Y is the operating carrier of the flight exceptions:

The following passengers will not be entitled to compensation:

- (i) Passengers travelling to EU who have received benefits or compensation in a third country
- (ii) Passengers travelling between two airports outside the EU unless the sector is part of a flight (same flight number) that originated in the EU
- (iii) Passengers without confirmed reservations
- (iv) Passengers who have not presented themselves for check-in on time
- (v) Passengers on free or reduced fares not directly or indirectly available to the public, e.g. ID and ad tickets
- (e) The passenger is accommodated on the flight for which he/she holds confirmed reservations, but is seated in a compartment of the aircraft other than that reserved, provided that when the passenger is accommodated in a class of service for which a lower fare is charged, the passenger will be entitled to the appropriate refund.
- (2) Cancellation of flights
  - (a) In case of cancellation of a flight the passengers will be entitled to the following:
    - (i) Right to compensation according to paragraph (c) and
    - (ii) Right to choose between reimbursement/rerouting with the same options as mentioned under (a)(1) above and
    - (iii) Right to care including
      - Meals and refreshments, reasonably related to the waiting time
      - 2 telephone calls or telex, e-mails, fax

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- If necessary, hotel accommodation plus transfer between airport and hotel

(b) Amount of compensation payable

(i) The amount of compensation depends on the distance of the scheduled flight or the alternative flight proposed.

Compensation amounts in EUR:

Flight km between and	Amount in
_	EUR
0-1500	250
1500 - 3500	400
Intra EU flights of	
more than 1500	400
Greater than 3500	600

(ii) If an alternative flight is offered and the new scheduled arrival time does not exceed 2 hours versus the originally planned, the compensation amounts shown under (i) above can be reduced by 50 percent:

	Amount	٦n
Flight km between and	EUR	
0-1500	125	
1500-3500	200	
Intra EU flights of		
More than 1500	200	
Greater than 3500	300	

- (iii) In lieu of cash payment of the amounts
   mentioned in (b)(i) and (b)(ii) the passenger
   may choose compensation in the form of a
   voucher valid for further travel on the
   services of 4Y , then the compensation
  amount will be 150 percent of the amount
  mentioned in (b)(i) and (b)(ii). Following
   conditions shall apply to such vouchers:
  - Validity is 1 year from the date of issue
  - If, after one year the voucher has not been used, it will be refunded but only at the cash values as applicable in (b)(i) and (b)(ii).
  - Lost vouchers will not be replaced
  - A ticket may only be issued in exchange for the voucher in the same name as that on the voucher
  - If the value of a desired ticket exceeds the value of the voucher, the passenger shall pay the applicable difference
  - If the value of the voucher exceeds the value of a desired ticket, the difference will not be refunded.
- (3) Long delay
  This rule is only applicable when a flight is delayed at

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departure, not when a flight leaves on time and is subsequently delayed. A long delay is considered a flight that is delayed according to the following parameters:

Trips less than 1,500 km

More than 2 hours

Trips between 1,500-3,500 km & all intra EU flights in excess of 1,500 km

More than 3

hours

Trips more than 3,500 km (non intra EU)

More than 4 hours

In this case the passengers are entitled to the following (a) Right to care provided this does not result in a further delay of the flight including

 Meals and refreshments, reasonably related to the waiting time

- 2 telephone calls or telex, e-mails, fax

- If necessary, hotel accommodation plus transfer between airport and hotel; in case the flight is delayed until the next day hotel accommodation and transfer are mandatory.
- (b) If flight is delayed more than 5 hours right to be reimbursed within 7 days:

(i) Outbound passenger: Cost of ticket

(ii) Inbound passenger: Cost of non-used coupon

- (iii) Transit passenger: Cost of non-used coupon, if the flight no longer serves any purpose; also cost of the tickets for parts of the journey already made and if relevant return flight to the first point of departure
- (iv) For package tour passengers the value of reimbursement will have to be assigned to unused flight coupon(s)

**Part II** (Canadian APPR applies): Applicable only to flights or portions of flights originating Canada and/or terminating in the Canada

The rules set out in the Canadian APPRs are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

(1) Applicability

The following rules shall apply:

- (a) In respect of flights departing from an airport in Canada bound to an airport in the European Union
- (EU), or departing from the EU and bound to an airport in Canada, unless passenger received benefits or compensation and were given assistance in the EU or a third country:
  - (b) On condition that passengers have a confirmed reservation on the flight concerned and presents himself/herself for check-in at the time indicated in advance and in writing or electronically; or; if no time is indicated; not later than 60 minutes

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before the published departure time;

- (c) Only to the passenger traveling with a valid ticket including tickets issued under a frequent flyer or other commercial programme with confirmed reservations and
  - (i) Presents himself at the appropriate place and has observed published minimum check-in times
  - (ii) Has complied with 4Y's ticketing and reconfirmation procedures
  - (iii) Is acceptable for transportation under the carrier's tariff and the flight for which the passenger holds confirmed reservations is unable to accommodate the passenger and departs without him/her
- (d) Where 4Y is the operating carrier of the flight exceptions:

The following passengers will not be entitled to compensation:

- (i) Passengers travelling to EU who have received benefits or compensation in the EU or a third country
- (ii) Passengers travelling between two airports outside of Canada unless the sector is part of a flight (same flight number) that originated in Canada
- (iii) Passengers without confirmed reservations
- (iv) Passengers who have not presented themselves for check-in on time
- (v) Crew members, airline employees or passengers on free or reduced fares not directly or indirectly available to the public, e.g. ID and AD tickets
- (2) When a flight is delayed or cancelled (including before the day of travel), an airline has minimum obligations to passengers. The obligations depend on whether the disruption is:
  - (a) Within the control of the airline, such as staff issues, aircraft preparation activities, decisions to consolidate flights because of low demand and disruptions due to routine and scheduled maintenance (including any work to address issues found during that maintenance).
  - (b) Within the airline's control but required for safety. In this category "required for safety" means "required by law to reduce risk to passengers". Generally, these are situations in which an airline must delay or cancel a flight to follow rules put in place to make sure the flight and people on board are safe. These rules include the Canadian Aviation Regulations and its standards, or
  - (c) Outside the airline's control, such as security incidents, medical emergencies, bad weather or orders from applicable authorities.
- (3) Obligations in situations within the airline's control

- (a) Standards of treatment
  If 4Y does not notify passengers of a flight
  disruption at least 12 hours before the scheduled
  departure time, it will provide passengers with
  certain amenities, free of charge, when it cancels a
  flight or when a flight delay reaches two hours.
  These are described below.
  - (i) 4Y will provide a meal voucher and means of communication.
  - (ii) In the event the passenger will wait overnight for the new flight, 4Y will provide a voucher for hotel accommodation in the vicinity of the airport, if the airport is not within a reasonable distance to the passenger's residence.
  - (iii) 4Y may limit or refuse to provide the standards of treatment if doing so would further delay the passenger.
- (b) Alternate travel arrangements
  When a flight is cancelled, or once a flight delay
  has reached three hours, 4Y will offer to make
  alternate travel arrangements free of charge. The
  passenger may also choose to continue to wait for
  their original flight.
  - (i) 4Y will provide the passenger with a confirmed reservation on the next available flight operated by 4Y or that is operated by another carrier with which they have a commercial agreement. The new flight:
    - May take any reasonable route out of the same airport to the passenger's final destination; and
    - Must depart within nine hours of the departure time on the passenger's original ticket.
  - (ii) If 4Y cannot meet the obligations in (3)(b)(i) above, it must provide the passenger with a confirmed reservation as soon as possible, on a flight that is operated by any carrier on any reasonable route out of the same airport to the passenger's destination.
  - (iii) If 4Y cannot provide the reservation from the same airport within 48 hours of the original departure time, 4Y will book the passenger from a nearby airport. 4Y will also provide the passenger with transportation to that airport, free of charge.
- (c) Refund

  If the alternate travel arrangements an airline offers do not meet the passenger's needs, the passenger is entitled to a refund of the unused portion of the ticket and all unused ancillary charges. However, if the disruption has caused the passenger's travel to no longer serve a purpose are passenger is no longer at the point.

charges. However, if the disruption has caused the passenger's travel to no longer serve a purpose and the passenger is no longer at the point of origin on their itinerary, 4Y will provide the point of origin on the ticket and refund the full amount of the ticket.

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Refund will be made to the person who purchased the ticket, in the same form of payment the ticket or additional service was purchased In any other case,4Y will refund the unused portion of the ticket, including any unused ancillary services that were charged, pursuant to rule 90 (Refunds).

(d) Compensation

(i) If 4Y informs the passengers 14 days or less before their original departure time, they will compensate the passengers for the inconvenience of the disruption. The compensation is determined by the time of arrival at destination compared to the arrival time on their original itinerary and is as follows:

- \$400 if the passenger arrives three or more hours late, but less than six hours

\$700 if the passenger arrives six or more hours late, but less than nine hours; and
 \$1000 if the passenger arrives nine or

more hours late.

(ii) Passengers who choose to take a ticket refund instead of alternative travel arrangements must still be compensated for inconvenience. The compensation is \$400.

(e) Responding to a claim
A passenger has one year to make a compensation claim with 4Y from the date the flight delay or cancellation happened. 4Y has 30 days to respond by issuing a payment or saying why it believes compensation is not owed.

(i) 4Y will offer compensation in monetary form; this can include cash, cheque, bank drafts, and

electronic bank transfers.

- It tells the passenger the monetary amount they are entitled to;

The voucher has no expiration date;

- It tells the passenger in writing the value of the other form of compensation it is offering;
- The other form is greater in value than the monetary amount the passenger is entitled to;
- The other form of compensation has no expiry date; and
- The passenger confirms in writing they know that monetary compensation is available, but they choose the other form of compensation.
- (f) Communicating with passengers
  4Y will give passengers key information, including
  the reason for the delay or cancellation, available
  compensation, standards of treatment, and their
  rights and options for making a complaint.
  During flights delays, 4Y will provide regular flight
  status updates until a new departure time or flight
  arrangement has been confirmed.

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(5) Obligations in situations outside the airline's control If an airline delays or cancels a flight for reasons outside its control, it does not have to compensate affected passengers, and the minimum standards of treatment do not apply. However, 4Y will follow the communication requirements described in (3)(f) above. 4Y will also make alternative travel arrangements for passengers as follows.

(a) Alternate travel arrangements

Alternate travel arrangements
4Y will ensure that the passengers complete their
journey. If a flight is cancelled or once a
flight delay has reached (3) three hours, 4Y will
to make alternate travel arrangements for

offer passengers

free of charge.

(i) 4Y will provide the passenger with a confirmed reservation on the next available flight operated by 4Y or that is operated by another carrier with which they have a commercial agreement. The new flight:

 May take any reasonable route out of the same airport to the passenger's final destination; and

- Must depart within 48 hours of the end of the event that caused the delay or cancellation.

(ii) If 4Y cannot meet the obligations in (5)(a)(i) above, then 4Y will provide the passenger with a confirmed reservation, on

a flight that is operated by any carrier on any reasonable route out of the same airport to the passenger's destination that departs within 48 hours of the original departure time on the ticket.

(iii) If 4Y cannot provide the reservation from the same airport, 4Y will book the passenger as soon as possible from a nearby airport. 4Y will also provide the passenger with transportation to that airport, free of charge.

(b) Refunds

If 4Y cannot provide a confirmed reservation in accordance with section 5(a)above, the carrier will, at the passenger's choice either (a)provide a refund for any unused portion of the ticket, including any unused ancillary services, or (b) if the disruption has caused the passenger's travel to no longer serve a purpose and the passenger is no longer at the point of origin on their intinery, 4Y will provide the passenger with a confirmed reservation back to the

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point of origin on the ticket and refund the full amount of the ticket.

Refund will be made to the person who purchased the ticket, in the same form of payment the ticket or the additional service was purchased, In any other case, 4Y will refund the unused portion of the ticket, or the full ticket in unused, including any unused ancillary services that were charged to rule 90 (Refunds)

## (C) Cancellations

- (1) Carrier may, without notice, substitute alternate carriers or aircraft.
- (2) Carrier may, without notice cancel, terminate, divert, postpone or delay any flight or the further right of carriage or reservation of traffic accommodations and determine if any departure or landing should be made, without any liability except as further defined in this Rule 85:
  - (a) Because of any fact beyond its control (including, but without limitation, meteorological conditions, acts of god, force majeure, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, or unsettled international conditions) Actual, threatened or reported or because of any delay, demand, conditions, circumstance or requirement due, directly or indirectly, to such fact; or
  - (b) Because of any fact not to be foreseen, anticipated or predicted; or
  - (c) Because of any government regulation, demand or requirement; or
  - (d) Because of shortage of labor, fuel or facilities, or labor difficulties or carrier or others.
- (3) Carrier will cancel the right or further right of carriage of the passenger and his baggage upon the refusal of the passenger, after demand by carrier, to pay the fare or the portion thereof so demanded, or to pay any charge so demanded and assessable with respect to the baggage of the passenger without being subject to any liability therefor except to refund, in accordance herewith, the unused portion of the fare and baggage charge(s) previously paid, if any.

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## Rule 89 Denied Boarding Compensation

**Part I** (EU 261 Applies): Applicable only to flights or portions of flights originating in the EU and terminating in Canada

The rules set out in EU regulation no. 261/2004 are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

(A) Applicability

The following rules shall apply:

- (1) In respect of flights departing from an airport in the European Union (EU) and flights departing from an airport in a third country bound to an airport in the EU unless passenger received benefits or compensation and were given assistance in that third country;
- (2) On condition that passengers have a confirmed reservation on the flight concerned and presents himself/herself for check-in at the time indicated in advance and in writing or electronically; or; if no time is indicated; not later than 60 minutes before the published departure time;
- (3) Only to the passenger traveling with a valid ticket including tickets issued under a frequent flyer or other commercial programme with confirmed reservations and
  - (a) Presents himself at the appropriate place and has observed published minimum check-in times
  - (b) Has complied with 4Y 's ticketing and reconfirmation procedures
  - (c) Is acceptable for transportation under the carrier's tariff and the flight for which the passenger holds confirmed reservations is unable to accommodate the passenger and departs without him/her
- (4) Where 4Y is the operating carrier of the flight exceptions:
  - The following passengers will not be entitled to compensation:
  - (a) Passengers travelling to EU who have received benefits or compensation in a third country
  - (b) Passengers travelling between two airports outside the EU unless the sector is part of a flight (same flight number) that originated in the EU
  - (c) Passengers without confirmed reservations
  - (d) Passengers who have not presented themselves for check-in on time
  - (e) Passengers on free or reduced fares not directly or indirectly available to the

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public, e.g. ID and AD tickets

- (5) The passenger is accommodated on the flight for which he/she holds confirmed reservations, but is seated in a compartment of the aircraft other than that reserved, provided that when the passenger is accommodated in a class of service for which a lower fare is charged, the passenger will be entitled to the appropriate refund.
- (B) Passenger rights
  - (1) Denied boarding Volunteers Volunteers have the right of mutually agreed benefits plus the right to choose between reimbursement and rerouting with the following options:
    - (a) Reimbursement within 7 days of coupons not used or
    - (b) Rerouting to final destination at the earliest opportunity under comparable transport conditions or
    - (c) Rerouting to final destination at a later date according to passenger's convenience but subject to availability of space. Volunteers are not entitled to care, such as phone calls, food, accommodation etc.
  - (2) Involuntary denied boarding
    In case of involuntary denied boarding the
    passengers are entitled to the following:
    - (a) Right to compensation according to paragraph(c) and
    - (b) Right to choose between reimbursement/rerouting with the same options as mentioned under (a)(1) above and
    - (c) Right to care including
      - Meals and refreshments, reasonably related to the waiting time
        - 2 telephone calls or telex, e-mails, fax
      - If necessary, hotel accommodation plus transfer between airport and hotel
  - (3) Amount of compensation payable
    - (a) The amount of compensation depends on the distance of the scheduled flight or the alternative flight proposed. Compensation amounts in EUR: Flight km between and Amount in

0-1500 250 1500 - 3500 400 intra EU flights of

more than 1500 400 greater than 3500 600

(b) If an alternative flight is offered and the new scheduled arrival time does not exceed 2

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hours versus the originally planned, the compensation amounts shown under (1) above can be reduced by 50 percent:

Amount in
Flight km between and 0-1500 125
1500-3500 200
Intra EU flights of
More than 1500 200
Greater than 3500 300

- (c) In lieu of cash payment of the amounts mentioned in (b)(1) and (b)(2) The passenger may choose compensation in the form of a voucher valid for further travel on the services of EW Discover, then the compensation amount will be 150 percent of the amount mentioned in (b)(1) and (b)(2). Following conditions shall apply to such vouchers:
  - Validity is 1 year from the date of issue
  - If, after one year the voucher has not been used, it will be refunded but only at the cash values as applicable in (b)(1) and (b)(2).
  - Lost vouchers will not be replaced
  - A ticket may only be issued in exchange for the voucher in the same name as that on the voucher
  - If the value of a desired ticket exceeds the value of the voucher, the passenger shall pay the applicable difference
  - If the value of the voucher exceeds the value of a desired ticket, the difference will not be refunded.
- (4) Cancellation of flights
  - (a) In case of cancellation of a flight the passengers will be entitled to the following:
    - (1) Right to compensation according to paragraph(c) and
    - (2) Right to choose between reimbursement/rerouting with the same options as mentioned under (a)(1) above and
    - (3) Right to care including
      - Meals and refreshments, reasonably related to the waiting time
      - 2 telephone calls or telex, e-mails, fax
      - If necessary, hotel accommodation plus

transfer between airport and hotel

- (b) Amount of compensation payable
  - (1) The amount of compensation depends on the distance of the scheduled flight or the alternative flight proposed.

Compensation amounts in EUR:

Flight km between and Amount in EUR 0-1500 250

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1500 - 3500 400 intra EU flights of more than 1500 400 Greater than 3500 600

(2) If an alternative flight is offered and the new scheduled arrival time does not exceed 2 hours versus the originally planned, the compensation amounts shown under (1) above can be reduced by 50 percent:

Amount in

Flight km between	and	EUR
0-1500		125
1500-3500		200
<b>67.</b> .	_	

Intra EU flights of

More than 1500 200 Greater than 3500 300

- (3) In lieu of cash payment of the amounts mentioned in (b)(1) and (b)(2) the passenger may choose compensation in the form of a voucher valid for further travel on the services of EW Discover, then the compensation amount will be 150 percent of the amount mentioned in (b)(1) and (b)(2). Following conditions shall apply to such vouchers:
  - Validity is 1 year from the date of issue
  - If, after one year the voucher has not been used, it will be refunded but only at the cash values as applicable in (b)(1) and (b)(2).
  - Lost vouchers will not be replaced
  - A ticket may only be issued in exchange for the voucher in the same name as that on the voucher
  - If the value of a desired ticket exceeds the value of the voucher, the passenger shall pay the applicable difference
  - If the value of the voucher exceeds the value of a desired ticket, the difference will not be refunded.
- (C) Long delay

This rule is only applicable when a flight is delayed at departure, not when a flight leaves on time and is subsequently delayed. A long delay is considered a flight that is delayed according to the following parameters:

Trips less than 1,500 km More than 2 hours

Trips between 1,500-3,500 km & all

intra EU flights in excess of 1,500 km More than 3

hours

Trips more than 3,500 km (non intra EU) More than 4 hours

In this case the passengers are entitled to the following

(1) Right to care provided this does not result in a

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further delay of the flight including

- Meals and refreshments, reasonably related to the waiting time
- 2 telephone calls or telex, e-mails, fax
- If necessary, hotel accommodation plus transfer between airport and hotel; in case the flight is delayed until the next day hotel accommodation and transfer are mandatory.
- (2) If flight is delayed more than 5 hours right to be reimbursed within 7 days:
  - (a) Outbound passenger: Cost of ticket
  - (b) Inbound passenger: Cost of non-used coupon
  - (c) Transit passenger: Cost of non-used coupon, if the flight no longer serves any purpose; also cost of the tickets for parts of the journey already made and if relevant return flight to the first point of departure
  - (d) For package tour passengers the value of reimbursement will have to be assigned to unused flight coupon(s)
- (3) Downgrading of passengers
  In case of involuntary downgrading to a lower
  class of service passengers will be entitled to
  the following reimbursement within 7 days
  - (a) 30 percent of the ticket price for trips less than 1,500 km
  - (b) 50 percent of the ticket price for trips between 1,500 and 3,500 km & all intra EU flights in excess of 1,500 km
  - (c) 75 percent of the ticket price for all other trips more than 3,500 km

## Note:

In all cases the relevant distance is understood to be the sector on which the passenger is downgraded. The ticket price is understood to be the one way coupon value for the sector on which the passenger is downgraded.

- (D) Boarding priority
  Passengers holding confirmed reservations will be boarded before:
  - (1) Any passengers not holding confirmed reservations.
  - (2) Any who are not entitled to confirmed reservations.

Passengers holding confirmed reservations and a valid ticket for the flight in question will be boarded in the sequence in which they have presented themselves for check-in.

**Exceptions:** 

The following passengers cannot be left behind:

- EW Discover crew members travelling with confirmed reservations
- EW Discover employees on duty travel holding confirmed reservations

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- Sick and/or handicapped passengers

- Unaccompanied children (12 years and under)

- Heads of state and other leading statesmen, official government delegations, diplomatic couriers

- Hardship cases as determined by the manager on duty

**Part II (Canadian APPR applies)**: Applicable only to flights or portions of flights originating Canada and terminating in the EU, or Originating in the EU and Terminating in Canada.

The rules set out in the Canadian APPRs are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

(A) Applicability

The following rules shall apply:

(1) In respect of flights departing from an airport in Canada and bound to an airport in the EU, or departed the EU for an airport in Canada, unless passenger received benefits or compensation and were given assistance in the European Union or a third country:

the European Union or a third country;

(2) On condition that passengers have a confirmed reservation on the flight concerned and presents himself/herself for check-in at the time indicated in advance and in writing or electronically; or; if no time is indicated; not later than 60 minutes before the published departure time;

(3) Only to the passenger traveling with a valid ticket

(3) Only to the passenger traveling with a valid ticket including tickets issued under a frequent flyer or other commercial programme with confirmed reservations and

(a) Presents himself at the appropriate place and has observed published minimum check-in times

(b) Has complied with 4Y's ticketing and reconfirmation procedures

(c) Is acceptable for transportation under the carrier's tariff and the flight for which the passenger holds confirmed reservations is unable to accommodate the passenger and departs without him/her

(4) Where 4Y is the operating carrier of the flight exceptions:

The following passengers will not be entitled to compensation:

(a) Passengers travelling to EU who have received benefits or compensation in the EU or a third country

(b) Passengers travelling between two airports outside of Canada unless the sector is part of a flight (same flight number) that originated or transits from Canada to the EU

(c) Passengers without confirmed reservations

- (d) Passengers who have not presented themselves for check-in on time
- (e) Crew members, airline employees or passengers on free or reduced fares not directly or indirectly available to the public, e.g. ID and AD tickets
- (B) Denied boarding
  Denied boarding is defined as when a passenger has a valid
  ticket for a flight, but is not allowed to occupy a seat on

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board the aircraft because the number of passengers who have checked in and are at the gate on time is greater than the number of available seats that can be occupied. Passengers presenting themselves for travel must also have confirmed reservations and valid travel documents. The following are the valid denied boarding scenarios:

The flight is intentionally oversold;

(2) There are fewer seats than originally anticipated;

(3) **Exceptions:** 

- when a passenger is denied for health, safety, or (a) security reasons;
- (b) when a passenger has failed to follow carrier rules or instructions;
- when a passenger does not have appropriate travel (c) documents:
- when a passenger has failed to respect check-in and (d) departure gate cut-off time limit.
- (C) The obligations discussed in this Rule 89 do not apply to refusal to transport as defined and governed by Rule 25.

There are three categories of denied boarding: (D)

- Within the carrier's control, such as overbooking or the switching out of an aircraft to one with fewer seats for commercial reasons.
- Within the carrier's control, but required for safety. Outside the carrier's control: Often, situations outside the carrier's control affect all passengers on the aircraft, which would not be considered denied boarding, but rather a delay or cancellation of the entire flight.
- (E) Volunteers Carrier personnel will ask for volunteers who will give up their reservation willingly to travel on a later flight, in exchange for compensation.
  - (1)Compensation
    - \$400 for arrival delays up to and including 4 hours after original scheduled arrival time.
    - (b) \$800 for arrival delays over 4 hours after scheduled arrival time.
- (F) Involuntary denied boarding If there are not enough volunteers, other passengers may be denied boarding involuntarily in accordance with the below boarding priority. If the passenger is denied boarding involuntarily, the passenger is entitled to the services mentioned in (H), (I) or (J) below.
- Boarding priority (G) The following passenger groups are subject to pre-acceptance to avoid involuntary denied boarding.

Dead head crews (1)

- (2) HON/SEN/Star Alliance Gold passengers Disabled passengers (WCHR, WCHS, WCHC) (3)
- (4) Disabled passengers with support person, or -service animal, if any.
  - Unaccompanied minors (UMNR)

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Families with infants (INF) (7) Families with children (CHD)

(8) Passengers who were previously denied boarding on the same ticket

(H) Obligations in situations within the carrier's control

Alternative travel arrangements

4Y will provide the passenger, free of charge, with a confirmed reservation on the next available flight operated by 4Y or that is operated by another carrier with which they have a commercial agreement. The new flight:

> (i) May take any reasonable route out of the same airport to the passenger's destination; and

Must depart within nine hours of the departure time on the passenger's original ticket.

- If 4Y cannot meet obligations listed in H(1)(a)(b) above, it must provide the passenger with a confirmed reservation on the next available flight that is operated by any carrier on any reasonable route out of the same airport to the passenger's destination.
- (2) Comparable conditions To the extent possible, 4Y will provide alternative travel arrangements comparable to the ones the passenger originally purchased in terms of:
  (a) The class of service;

(b) Added services the passenger purchased. Refund of additional services if not available or

- (3) transferable In the event that a passenger is rebooked into a lower class of service, a refund of the fare differential will be processed to the passenger's original form of payment, as governed by Rule 90. 4Y will also refund any additional services the passenger purchased if:
  - They do not receive those services on the alternative flight:

(b) They must pay for those services a second time.

- (4) Refund If the alternate travel arrangements an airline offers do not meet the passenger's needs, the passenger is entitled to a refund of the unused portion of the ticket. However, if the disruption has caused the passenger's travel to no longer serve a purpose and the passenger is no longer at the point of origin on their itinerary, 4Y will provide the passenger with a confirmed reservation back to the point of origin on the ticket and refund the full amount of the ticket.
- Form of refund (5) Refund must be made to the person who purchased the ticket, in the same form of payment in which the ticket or additional service was purchased.

Standards of treatment (6)

- In the event that there is a layover in the original airport, in excess of one hour, 4Y will provide a meal voucher and means of communication.
- (b) Overnight accommodation

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> In the event the passenger will wait overnight for the new flight, 4Y will provide a voucher for hotel accommodation in the vicinity of the airport, if the airport is not within a reasonable distance to the passenger's residence.

(7) Compensation In all denied boarding cases within the carrier's control, except those required for safety, the passenger will be compensated for the inconvenience.

The compensation is determined by time of arrival at (a)

destination and is as follows:

CAD\$900 if the passenger's arrival time at their destination on the original ticket is delayed

by less than six hours: (ii) CAD\$1800 if the arrival time is delayed by six

hours or more, but less than nine hours and (iii) CAD\$2400 if the arrival time is delayed by nine hours or more.

When and how to pay (b) The compensation is based on delay at arrival. 4Y must put in writing the compensation agreed to, prior to the flight departure and customer has to sign for compensation other than cash. Compensation is payable within 48 hours or as soon as operationally feasible. Compensation other than cash must be of greater value. If the delay at final destination is greater than expected, compensation has to be adjusted.

- (I)Obligations in situations within the carrier's control, but required for safety If a passenger is denied boarding for reasons within the carrier's control, but required for safety purposes, no compensation is due. All other accommodations such as rebooking and care referenced above will be provided to the passenger.
- (J) Obligations in situations outside the carrier's control If an airline denies boarding for reasons outside its control, it does not have to look for volunteers.

(1)Alternative travel arrangements

- 4Y will provide the passenger, free of charge, with a reservation on the next available flight confirmed 4Y or that is operated by another carrier they have a commercial agreement. The new operated by with which flight:
  - (i) May take any reasonable route from the airport where the passenger is located to the passenger's destination; and

(ii) Must depart within 48 hours of the end of the event that caused the airline to deny boarding to the passenger.

(b) However, if 4Y cannot accommodate the above, then 4Y will provide the passenger with a confirmed reservation on the next available flight operated by any other airline, free of charge. The new flight:
(i) May take any reasonable route to the

passenger's original destination, from the airport where the passenger is located or

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another airport that is within reasonable

- distance of that airport; and

  (ii) If the new departure is from an airport other than one in which the passenger is located, the carrier must provide transportation to that other airport.
- (2) Refunds Refunds in situations outside of the carrier's control will be governed by the provisions of Rule 90.

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## Rule 90 Refunds

(A) General

(1) In case of refund, whether due to failure of carrier to provide the accommodation called for by the ticket, or to voluntary change of arrangements by the passenger, the conditions and amount of refund will be governed by carrier's tariffs.

(2) Except as otherwise provided in paragraph (F) of this rule, refund by carrier for an unused ticket or portion thereof or miscellaneous charges order

/ancillary service fees

will be made to the person named as the passenger in such ticket or miscellaneous charges order unless at the time of purchase the purchaser designates on the ticket or miscellaneous charges order/ancillary service fees another person to whom refund

shall be made

in which event refund will be made to persons so designated, and only upon delivery of the passenger coupon and all unused flight coupons of the ticket of miscellaneous charges order. A refund made in accordance with this procedure to a person representing him as the person named or designated in the ticket or miscellaneous charges order will be considered a valid refund and carrier will not be liable to the true passenger for another refund.

Exception 1: Refund in accordance with paragraph
(E) below of tickets for
transportation which have been
issued against a credit card will
be made only to the credit card
account of the person to whom such
credit card has been issued.

Exception 2:

- (3) Carrier will refuse to refund on a ticket which has been presented to government officials of a country or to carrier as evidence of intention to depart therefrom, unless the passenger establishes to carrier's satisfaction that he has permission to remain in the country or that he will depart therefrom by another carrier or conveyance.
- (B) Currency
  All refunds will be subject to government laws, rules, regulations, or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Refund will be made subject to the following provisions:

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- (1) Voluntary refunds of tickets, miscellaneous charges orders/electronic miscellaneous document (EMD) or deposit receipts purchased in currency other than U.S. Dollars shall be made in currency used for such purpose, and in the country where such purchase was made. However, if the government laws, rules, regulations or orders of the country in which the ticket was originally purchased permit refunds outside that country, then such refund can be made outside that country.
- (2) Voluntary refunds of tickets, miscellaneous charges orders/ancillary service fees / electronic miscellaneous

document (EMD) or deposit receipts purchased in U.S./Canadian dollars may be made in U.S. Dollars or local currency in any country provided such refund is not prohibited by local governmental exchange control regulations point of refund.

- (C) Special handling by carrier Carrier will make all or any individual refunds through its general accounting offices or regional sales or accounting offices and will require prior written applications for refunds to be prepared by passenger on special forms furnished by carrier.
  - (1) For Canada only all refunds required to be provided under APPRs will be provided within 30 days after the day on which the carrier becomes obligated to pay.
- (D) Involuntary refunds See also Rule 80 (revised routings, failure to carry and missed connections) and Rule 89 (denied boarding compensation) For the purpose of this paragraph, the term "involuntary refund" shall mean any refund to a passenger who is prevented from using the carriage provided for in his ticket because of cancellation of flight, inability of carrier to provide previously confirmed space, substitution of a different type of equipment or different class of service by carrier, missed connections, postponement or delay of flight, omission of a scheduled stop, or removal or refusal to carry under conditions prescribed in Rule 25 (refusal to transport- limitations of carrier). Notwithstanding any provision or rule to the contrary, passengers shall not be entitled to a refund under this section if they have been denied boarding or had a flight cancelled pursuant to Rule 25 (a)(1)(a),(a)(1)(b),(a)(1)(c)(i), (a)(1)(c)(ii), (a)(1)(c)(iii), (a)(1)(d),(a)(1)(e),(a)(1)(f) or rule 45(b)(1). Except as noted, involuntary refunds will be computed as follows: (1) When no portion of the trip has been made, the

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amount of refund will be equal to the fare paid.

(a) For Canada Only:

 In the case of delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes (as defined in by Rule 85); or

- ii. In the case of denial of boarding within the carrier's control and within the carrier's control but required for safety purposes (as defined by Rule 89)
- (2) When a portion of the trip has been made, the amount of refund will be:
  - (a) Either an amount equal to the one-way fare less the same rate of discount, if any, that was applied in computing the original one-way fare (or on round or circle trip tickets, one-half of the round trip fare) and charges applicable to the unused transportation from the point of termination to the destination or stopover point named on the ticket or to the point at which transportation is to be resumed, via:
    - (i) The routing specified on the ticket, if the point of termination was on such routing; or
    - (ii) The routing of any carrier operating between such points, if the point of termination was not on the routing specified on the ticket; in such case the amount of refund will be based on the lowest fare applicable between such points; or
  - (b) The difference between the fare paid and the fare for the transportation used, whichever is higher.

Exception:

when a passenger holding a ticket for carriage for a higher class of service between an origin and a destination is required by carrier to use a lower class of service for any portion of such carriage, the amount of refund will be as follows:

- (1) For one-way tickets: the difference between the fare for the higher class of service and the fare for the lower class of service between the points where the lower class service is used;
- (2) For round trip, circle trip or open-jaw tickets: The difference between 50

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> percent of the round trip fare for the higher class of service and 50 percent of the round trip fare for the lower class of service between the points where the lower class of service is used.

For the purpose of this exception fares are published in the following descending order of classes of service:

- (a) First class fares;
- (b) Business/intermediate
   class fares;
- (c) Economy class, tourist
   class or coach class
   fares;
- (3) The service charge provided for in Rule 60 herein, will not be assessed and any communication expenses paid by the passenger in accordance with Rule 60 will be refunded, or if such expense at the time has not been collected by carrier, its collection will be waived.
- (E) Voluntary refunds
  For the purpose of this paragraph, the term "voluntary refund" shall mean any refund of a ticket or portion thereof other than an involuntary refund, as described in paragraph (D) of this rule. Voluntary refunds shall be computed as follows:
- (1) If no portion of the ticket has been used, refund will be the full amount of the fare paid, less any cancellation penalty, applicable service charge and communication expenses (Canada Only); or if the passenger requests a

voluntary change to the first flight coupon of a totally unused ticket (exchanges) and the ticket fare allows such change, then:

- (a) When a passenger requests a change to the carrier, flight, date, class of service and/or sector of the first flight coupon, a new ticket must be issued.
- (b) The new fare shall be calculated from origin to destination of the new journey based on the fares applicable at the time of commencement of the new transportation and the IATA rate of exchange respectively bankers selling rate of exchange (BSR) Applicable at the time of reassessment (current fares and IROE/BSR).
- (c) All other changes to the first flight coupon are reissues and the provisions of reissues apply.

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Note: Any applicable service charge and communication expenses (see Rule nos. 60 (reservations) and 65 (tickets) might still apply.

(2) Refunds for partly used tickets: If a portion of a ticket has been used, refund

will be made in an amount equal to the difference, if any, between the fare paid and the applicable fare between the points between which the ticket has been used, less any applicable service charge and communication expenses, as follows:

(a) Refunds will be assessed as follows:

(i) The amount of the refund will be assessed in the currency of the country of commencement of transportation.

- (ii) The fare for the travel undertaken will be assessed using the fare(s) applicable at the time of commencement of transportation and the IATA rate of exchange respectively bankers selling rate (BSR) applicable at the time of the original transaction.
- (iii) (a) When original payment has been made in a currency other than the currency of the country of commencement of transportation, refunds in the same currency as originally tendered will be made at the exchange rate used for original payment.

(b) Refunds other than outlined in subparagraph (iii) (a) will be made at the bank rate in effect on the date of refund.

Note: Any applicable service charge and communication expenses (see Rules nos. 60 (reservations) and 65 (tickets) might still apply.

- (3) When the refunding of any portion of a ticket would result in the use of such ticket between any points where the carriage of traffic is prohibited, the refund, if any, will be determined as if such ticket had been used to a point beyond which would not result in the violation of carrier's operating rights or privileges. The passenger will be refunded the difference between the fare paid from the point of origin to such farther point and the total fare paid, less any applicable charges.
- (4) A penalty for voluntary cancellation shall not apply and the total amount paid shall be refunded if such cancellation is made after an increase in the fare is made applicable between the time of the initial payment and the date of travel.

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(F) Lost ticket

The following provisions will govern refund of a lost ticket or unused portion thereof:

when a lost ticket or portion thereof is not found, refund as stipulated will be made upon receipt of proof of loss satisfactory to carrier and after receipt of written request for refund from the passenger. Refund will only be made provided that the lost ticket or portion thereof has not been honored for transportation, or refunded, upon surrender by any person prior to the time the refund is made and further provided that the passenger agrees to indemnify and hold carrier harmless against any and all loss, damage, claim or expense, including without limitation, reasonable attorney fees, which carrier may suffer or incur by reason of the making of such refund and/or the subsequent presentation of said ticket(s) for transportation or refund of any

other use whatsoever.

Exception: Carrier will not refund lost tickets less than six months after the expiration date of the lost ticket.

(2) The amount of refund for lost tickets shall be the difference between the total amount paid for the carriage, including any replacement ticket, and the cost of the carriage actually used.

(3) The foregoing provisions shall also apply to lost miscellaneous charges order, deposit receipts and excess baggage tickets.

(4) (Applicable only to documents originally issued in the U.S.A./Canada.) A service charge as indicated below will be imposed per passenger/document for handling such request for refund or replacement of a lost ticket stated in USD/CAD (or the equivalent local currency):

lost ticket

USD/ EUR CAD 100.00 135.00

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# Rule 99 Baggage Concept

Allowance (1)Free checked baggage allowance (2) Free carry-on allowance (cabin baggage) (3) Additional free checked baggage allowance (sporting equipment) (4) Additional free checked baggage allowance (status passengers) Origin & destination: To/from/via North America (a) Origin & destination: World-wide (except (b) to/from/via North America) (5) Special free checked baggage allowance (specific sectors or products in economy class) (6) Specific baggage allowance (specific passengers/specific reasons) Carry-on baggage using additional seats (EXST means extra seat and CBBG means carry-on baggage) (b) Incapacitated passengers (c) Combined first/business or economy class travel Animals (AVIH means animal in hold)
Animals (PETC means pet in cabin)
Musical instruments (heavy)/large) (d) (e) (f) Specific 4Y fare products (7) Specific regulations for sporting equipment Charges Charges for 4Y piece concept (PC) (1)(2) Charges for 4Y FBAG (within Europe) (3) Charges for OAL weight concept (WC) (OAL means any airline other than 4Y) (4)Charges for sporting equipment Charges for carry-on baggage
Charges for animals
(a) Animals (AVIH)
(b) Animals (PETC) (5) (6) Charges for musical instruments (heavy/large) Selection of currency for charges Baggage selection criteria (1) Origin & destination: to/from the U.S. Origin & destination: to/from Canada

(2)

(3) Origin & destination: any other destination

General baggage conditions

- Free baggage allowance (FBA) (1)
- $(\overline{2})$ Excess baggage Checked baggage (3)
- Unchecked baggage (carry-on baggage) allowance

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Note:

Any of the allowances listed below will only apply in case 4Y determines the baggage allowance and charges as per the valid industry rules. In case another airline determines the applicable baggage and charges, such allowances and charges may differ from those of EW Discover.

(1) Free checked baggage allowance Intercontinental (PT 1)

,	Business Class	Premium Economy Class	Economy Class (PT 2)
Max number of free pieces (PT 3)	2	2	1
Max weight of each free piece (PT3)	32 kg	23 kg	23 kg
Max dimension of each free	158 CM	158 CM	158

- (pt 1) Including European feeder traffic for intercontinental flights
- (pt 2) For specific exceptions see (5) below
- (pt 3) Not applicable to infants (INF is a passenger less than the age of two who does not occupy a seat). The free checked baggage allowance for an INF is one piece with a max weight of 23 kg (Applicable to business, premium economy and economy class (except for economy light (LGT) tariff) plus one additional collapsible buggy or carrying basket or car seat. In case of INF turning 2 years EN-route, a seat must be booked and the applicable children fare has to be applied.
- Note 1: Baggage weight exceeding 32 kg per piece as per the limitations above, the baggage must be checked as air cargo at the respective air cargo charges. In total 100 kg per passenger and per flight allowed. Total excess baggage of more than 100 kg per passenger and per flight or when size per piece exceeds 110 x 120 x 75 CM possible upon request only. Normal excess baggage charges applicable.
- Note 2: Pax with reduced mobility:
  In case the bag allowance is 1 piece,
  disabled passengers or passengers with
  reduced mobility may be granted up to 2
  pieces free of charge, provided the total
  baggage weight does not exceed their original
  allowance in kilograms, and the passenger can
  show this special need credibly, e.g. By a
  medical certificate.
- Note 3: 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.

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Passengers should contact the carrier or review its website 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.

Premium

(2) Free carry-on allowance (cabin baggage)
In addition to the checked baggage allowance each
passenger may carry without additional charges
carry-on baggage suitable for placement in the closed
overhead rack or under the passenger's seat.
Duty free purchases are part of the following
allowances.

	Business	Economy	Economy
Max number of	2(pt 1)	1(pt 2)	1(pt 2)
carry-on pieces Max weight of each carry-on piece	8 kg	8 kg	8 kg
Max dimensions of each carry-on piece Max dimensions of foldable garment bag	55 X 40 X 23 CM 57 X 54 X 15 CM	55 X 40 X 23 CM 57 X 54 X 15 CM	55 X 40 X 23 CM 57 X 54 X 15 CM

- pt 1 May consist of two carry-on pieces such as e.g.:
  Brief case, board case, travel bag, attaché case or one
  carry-on piece and one foldable garment bag (applies on
  international flights only)
  pt 2 May consist of one carry-on piece such as e.g.:
- pt 2 May consist of one carry-on piece such as e.g.:

  Briefcase, board case, travel bag, attaché case or one
  foldable garment bag. Limitation also applicable to HON,
  SEN, FTL or other status customers
- Note 1: Limitations with respect to the max number of carry-on pieces on 4Y may apply, if required by government restrictions (such as to/from the United States, Italy or India) or on 4Y regional aircraft
- Note 2: In addition, each passenger may carry:

  1 personal item (such as 1 ladies' handbag or 1
  laptop bag or 1 shoulder-strapped bag).

  The allowed max size of such an item is 40 x 30 x
  10 CM and, in addition, if applicable (for INF and CHD only) 1 baby basket, or 1 fully collapsible baby stroller/push chair, or 1 car seat (pt 1). For handicapped passengers, the following items will be included if they are needed during the journey:

2 wheelchairs (pt 2)

Crutches and other orthopedic devices on which a passenger is depending (pt 1)

1 small dialysis equipment for personal use (pt 2)

- pt 1 Items will be carried in belly free of charge if the space on board is limited
- pt 2 Items will be carried in belly only and must be requested in advance

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(3) Additional free checked baggage allowance (sporting equipment)

Origin & Business Premium Economy
Destination Class Economy Class
Class

To/from/via NIL NIL NIL

North America (excluding

Canada) (pt 1) Any other

Plus 1 Plus 1 Plus 1 origin & ski or ski or ski or destination snow snow snow (pt 2) board board board equipment equipment equipment (pt 3/4)(pt<sub>3</sub>) (pt 3)

pt 1 - North America: United States of America, Mexico, Belize, Costa Rica, Guatemala, Honduras, Nicaragua, El Salvador, Panama

pt 2 - Except to/from/via North America (excluding Canada)

pt 3 - Definitions see (7b) below (maximum weight of additional ski or snow board equipment as per the respective compartment ticketed)

pt 4 - Not applicable to economy light (LGT) tariff

(4) Additional free checked baggage allowance (status passengers)
(a)

Status	Business Class	Premium Economy	Economy Class	
HON	plus	plus	Class plus	(pt 3)
	1 PC	1 PC	1 PC	
SEN	plus 1 PC	plus 1 PC	plus 1 PC	
FTL	NIL	NIL	plus	1 PC
Star Alliance Gold card	plus 1 PC	plus 1 PC	plus 1 PC	plus 1 PC
Sola Cala		_	_	_

pt 1 - North America: United States of America, Canada, Mexico, Belize, Costa Rica, Guatemala, Honduras, Nicaragua, El Salvador, Panama

pt 2 - Definitions see (7b) below

pt 3 - Not applicable to economy light (LGT) tariff

(5) Specific baggage allowance (specific passengers/specific reasons)

(a) Carry-on baggage (CBBG) using additional seats or extra seats (EXST)
Upon requested and advance arrangements, a passenger will be permitted the exclusive use of two adjacent seats subject to booking class and seat availability

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has to be booked in the same booking class and same brand as the passenger Not eligible for rebated fares (such as CHD/INF or others)
Taxes, refund and change fees shall not be collected for the additional seat (YQ and YR will be charged)
The total FBA is a combination of the passengers ticket and the extra ticket for CBBG/EXST CBBG: the maximum weight shall be 75 kg per seat.

- (b) Incapacitated passengers
  Incapacitated passengers may carry two wheelchairs
  or other mobility devices they are dependent on
  free of charge
- (c) Combined business or premium economy/economy class travel
  In cases where 4Y is the selected carrier determining the baggage allowances and charges as per the current industry selection criteria and the passenger has a mixed class itinerary (mixed C/Y equals "cross compartment"), the FBA on each portion of the itinerary shall be the one applicable to the class of service for which the fare is paid.
- (d) Animals (AVIH) Transporting of AVIH is not permitted on 4Y flights AVIH generally not included in the free baggage allowance (FBA)
  Only the following species will be accepted as AVIH: cats, dogs, hares, rabbits.
  The animal shall be carried in a container which meets the specifications of the "IATA live animals regulations' The general weight limitation of max 32 kg per piece does not apply for AVIH (exception to the rule) Size Max dimensions (CM) Container Medium 60 X 45 X 40 1 125 X 75 X 85

Large 4 125 x 75 x 85

(e) Animals (PETC)
PETC (pet and container) generally not included in the FBA
Max one container per passenger allowed
Only cats or dogs permitted as PETC
Dimensions (CM) Max weight (kg) (pt 1)
55 x 40 x 23
pt 1 - Consisting of both container and animal

Carrier: EW Discover - 4Y

For Canada Only:

(1) Applicability

- (a) This Rule applies to all passengers travelling with musical instruments irrespective of the type of fare on which they are travelling or have purchased.
- (b) In case of damage, loss or delay of musical instruments, the limits of liability for baggage as found in Rule 55, in keeping with the applicable Convention will apply.
- (2) Small musical instruments as carry-on baggage
- (a) The carrier will permit a passenger to bring on-board the aircraft cabin a small musical instrument, such as a violin or flute, as part of passenger's carry-on baggage allowance according to the number and size dimensions set out in Rule 99, if:
  - i.the instrument can be stowed safely in a suitable baggage compartment in the aircraft cabin or under the passenger seat, in accordance with the carrier's requirements for carriage of carry-on baggage; and,
  - ii.there is space for such stowage at the time the passenger boards the aircraft.
- (3) Musical instruments as carry-on baggage (cabin seat baggage)
- (a) The carrier will permit a passenger to bring on-board the aircraft cabin, and be transported as cabin seat baggage, a musical instrument if:
- i.the instrument is contained in a case or covered so as to avoid injury to other passengers;
- ii.the weight of the instrument, including the case or covering, does not exceed 75 kilograms (165 pounds) or the applicable weight restrictions for the aircraft;
- iii.the instrument can be stowed safely and securely in accordance with the carrier's requirements;
- iv.neither the instrument nor the case contains any object not otherwise permitted to be carried in an aircraft cabin; and.
- v.the passenger wishing to carry the instrument in the aircraft cabin has purchased an additional seat to accommodate the instrument.
- vi. Musical instruments too large for the cabin may be carried as checked baggage. (See (6) below)
- (5) Carrier unable to carry musical instruments in cabin due to substitution of aircraft

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- (a) If, due to substitution of aircraft, there is insufficient space to safely stow the musical instrument in the cabin, the carrier will offer, at no additional charge:
  - i.to carry the instrument as cabin seat baggage, if space on-board and the nature of the instrument allows it; or alternatively
  - ii.to accept the instrument as checked baggage
  - (b) If neither (1)(a) nor (b) are satisfactory, the carrier will offer the passenger rerouting options, at no additional charge, and if no rerouting options are satisfactory, the carrier will involuntarily refund the passenger pursuant to Rule 125(B).
- (6) Fees
  - (a) Musical instruments will be considered as part of the passenger's baggage allowance, carriage of which may be dependent on the fare purchased.
  - (b) Specific fees for heavy checked baggage are detailed in Charges below, item no. 7.
- (g) Specific 4Y fare products
  4Y may grant specific free baggage allowances for specific customer segments or fare products which are not communicated to the general public. In such cases, a different FBA may be stipulated in the respective ticket or passenger's receipt with the respective weight attached to the prevailing conditions. Such FBA is binding even if deviation from the normal regulations.
- Specific regulations for sporting equipment 4Y (6) offers special excess baggage charges for sports baggage (pt 1). These changes will be applied per baggage travel unit (BTU equals sector from baggage drop off until next baggage collection). Step-by-step approach to determine the applicable sport baggage allowances:

Is the sporting equipment indicated as bulk in the list

YES - check for (c)

NO - check for (b)

(b) Is the sporting equipment contained in the list below included in the individual FBA with respect to number and weight?

The sporting equipment is transported free of charge within the respective FBA

No Check for (b)
Is the specific sporting equipment within the max. (c) Weight limitation of 32 kg per piece and contained in the list for sports baggage?

Nr.and Type of Sporting Equipment	Definition	Pre-RSVN Req'd? Max #bags PC./ctns
3 Bicycle	1 regular bike (No motor/no e-bike) or 1 special children's trolley to use with a bike or 1 one-	Yes/1
normal 7 Fishing equip- ment	wheel bike 1 tackle box or 1 Haversak or 1 angle's basket,	Yes/2
normal 8 Golf equip-	<pre>1 rod, 1 bag or 1 box 1 golf bag containing one set of golf clubs, golf balls and tees, 1 pair of</pre>	Yes/1
normal 9 Hang gliding equip. bulk	golf shoes 1 set of hand gliding equipment Packed in 1 container	Yes/1
10 Hockey equipment	1 hockey bag, hockey sticks, 1 pair of ice skates, 1 set of body protection (knee, arms, etc.) 1 helmet	Yes/2
nr Type of Sporting Equipment	Definition	Pre-rsvn Req'd? Max #bags PC./ctns
19 Scuba equipment normal	<pre>1 diving mask, snorkel, fins, wet suit, bcd jacket regulator, 1 empty tankbottle, (1 lamp switched off, energy source separately packed, removed battery protected against short circuit)</pre>	Yes/2
Nr Type of Sporting Equipment	Definition	Pre-rsvn Req'd? Max #bags PC./ctns
23 Sporting /hunting weapons plus ammunition normal	sporting/hunting guns, pistols, rifles (packed in a bag) plus ammunition max 5 kg. (according to IATA DGR regulations	Yes/2

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even if packed in separate bag) 1 tandem bike with Tandem Yes/1 bike bulk max 2 seats (no motor/no e-bike) 1 pair of ski or Winter Yes/2 sport equipment One snowboard normal 1 pair of ski/ snowboarding 1 pair of ski poles 1 1 helmet Boards Boards up to 2m Yes/1 small length normal Boards above 2m Boards Yes/1 Long bulk Length up to 3.15m Length

Yes Respective charges to be applied -Refer to charges for sporting equipment. No Check for (d)

- (d) Any sporting equipment not contained in the list is treated as normal excess baggage with the respective charges of normal excess baggage (pt 3).
- pt 1 Where applicable, country-specific surcharges for sports baggage and excess baggage will be levied.

pt 2 - Or as cargo with applicable cargo charges in case weight exceeds 32 kg per piece

Note 1: Sporting equipment shall not contain normal luggage items, otherwise, it will be treated as regular excess baggage and charged with the applicable charges

Note 2: Firearms and ammunition for hunting and sporting purposes may be accepted as checked baggage only.

Carriage of ammunition is subject to ICAO and IATA regulations. Requirements for dangerous goods transportation must be adhered to. Due to local security procedures, an additional airport handling fee for weapons will always be charged

locally at departures in JNB/CPT: 50
EUR , Italy: 60 EUR , Spain: 60 EUR ,

Turkey: 30 EUR

Charges

(1) Charges for 4Y pieces concept (PC)

Note: Any of the charges listed below will only apply in case 4Y determines the baggage allowance

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> and charges as per the valid industry rules. The below listed charges will be applied per baggage travel unit (BTU equals sector from baggage drop-off until next baggage collection).
> In case another airline determines the applicable baggage and charges, such charges may differ from those of 4Y. 4Y offers flat charges for checked baggage being within the free baggage allowance (with respect to pieces) but possibly exceeding the limits in respect of weight and/or dimensions

Excess baggage charges piece concept per piece

Definitions:

Standard weight: Economy/Premium Economy Class: 23kg (50LB)

Standard size:

Business Class: 32kg (70LB) 158cm (62in) (LXWXH) Maximum 23kg (50LB) and 158cm (62in) Second piece:

Economy/Premium Economy Class: Maximum 23kg Extra piece:

(50LB) and 158 CM. (62in)

24-32kg (51-70LB) Heavy: Over 158cm (62in) Oversized:

For short intercontinental flights (i.e. Between Europe, JO, TM, LB, EG, IQ, IL, IR, SY AND AE, BH, BJ, BF, CM, CU, CF, TD, CI, DJ, ER, ET, GM, GH, GN, GW, KW, LR, LY, ML, MR, NE, NG, PS, OM, QA, RU, SA, SN, SL, SS, SD, TG, YE, AG, BS, BB, DM, DO, GD, HT, JM, KN, LC, VC) 4Y flights purchase at airport ticket counter or at the check-in, FUD LICE

	CHF	EUK	บรบ	CAD
Extra piece:	170	150	170	225
Heavy:	115	100	115	150
Oversized:	115	100	115	150

Between Europe and CA/US 4Y flights purchase via eurowings.com, 4Y service and GDS

75 65 75 75 First piece eco light

Between Europe, JO, TM, LB, EG, IQ, IL, IR, SY, and East Coast Canada/East Coast USA 4Y flights purchase at airport ticket counter or at check-in CHE ELID HCD CAD

75	75
, ,	13
100	100
230	300
140	180
140	180
	100 230 140

For medium intercontinental flights (i.e. Between Europe, JO, TM, LB, EG, IQ, IL, IR, SY AND AF, AO, BD, BI, CG, CD, GQ, GA, GL, IN, KZ, MV, PK, RW, SC, SO, UL, TJ,TZ,UG,UZ,ZM) 4Y flights purchase at airport

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ticket counter or at check-in)

	CHF	EUR	USD	CAD
Extra piece:	230	200	230	300
Heavy:	140	120	140	180
Oversized	140	120	140	180

Between Europe, JO, TM, LB, EG, IQ, IL, IR, SY and West Coast Canada/West Coast USA/MX or between CA/US/MX and all other destinations. 4Y flights purchase at airport ticket counter or at the check-in.

CHF	EUR	USD	CAD
75	65	75	75
100	90	100	100
285	250	285	375
170	150	170	225
170	150	170	225
	75 100 285 170	75 65 100 90 285 250 170 150	75 65 75 100 90 100 285 250 285 170 150 170

For long intercontinental flights (between Europe, JO, TM, LB, EG, IQ, IL, IR, SY AND AI, AS, AR, AW, AU, BZ, BM, BT, BO, BQ, SAB, BW, BR, BN, KH, KY, CL, CN, CX, CC, CO, KM, CK, CR, CU, CW, EC, SV, FK, FJ, GF, PF, GP, GU, GT, GY, HN, HK, CN, ID, KI, KR, LA, LS, MO, MG, MW, MY, MP, MH, MQ, MR, MU, YT, FM, MN, MS, MZ, MM, NA, NR, NP, NC, NZ, NI, NU, NF, PW, PA, PG, PY, PE, PH, PR, RE, WS, ST, SG, SX, SB, ZA, SH, PM, SR, SZ, TW, TH, TL, TO, TT, TC, TV, US, UY, VU, VE, VN, VI, WF, ZW) or between any other destinations.

4Y flights purchase at airport ticket counter or at the check-in.

	CHF	EUR	USD	CAD
Extra piece:	285	250	285	375
Heavy:	170	150	170	225
Heavy: Oversized:	170	150	170	225

For travel to/from Japan 4Y flights purchase at airport ticket counter or at the check-in

	CHF	EUR	USD	CAD
Extra piece:	180	100	200	200
Heavy:	120	100	150	150
Oversized:	240	200	300	300

- (2) Not used
- (3) Not used
- (4) Charges for sporting equipment Category normal on 4Y flights for travel:

C	CHF/USD	EUR	CAD
Between Europe JO,TM,LB,EG,IQ, IL,IR,SY and	170	150	225
short intercontinental: Between Europe, JO,TM,LB,EG,IQ,	230	200	300
IL, IR, SY and medium intercontinental or			

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East Coast Canada and USA:
Between Europe, 285 250 375 JO,TM,LB,EG,IQ,
IR,SY and long intercontinental or West Coast Canada and USA or any other destinations:
Category bulk on 4Y flights for travel

	CHF/USD	EUR	CAD
Between Europe JO,TM,LB,EG,IQ, IL,IR,SY and	285	250	375
short intercontinenta Between Europe, JO, TM,LB,EG,IQ,IL,IR, SY and medium inter- continental or east coast Canada or east coast USA:	370	320	480
Between Europe, JO, TM,LB,EG,IQ,IL,IR,SY and long intercontine or West Coast Canada West Coast USA or any destinations:	or	400	600

- (5) Charges for carry-on baggage
  No specific charges for carry-on baggage available
  since no additional carry-on baggage is permitted.
- (6) Charges for animals

Animals (PETC)

- (d) Between Europe, JO, TM, LB, EG, IQ, IL, IR, SY and short intercontinental: CHF/USD 105. EUR 90. CAD 135
- intercontinental: CHF/USD 105, EUR 90, CAD 135
  (e) Between Europe, JO, TM, LB, EG, IQ, IL, IR, SY and medium intercontinental or East Coast Canada or East Coast USA: CHF/USD 115, EUR 100, CAD 150
- (f) Between Europe, JO, TM, LB, EG, IQ, IL, SY and long intercontinental or West Coast Canada or West Coast USA or any other destinations: CHF/USD 125, EUR 110, CAD 165
- (8) Selection of currency for charges (pt 1)
  Herein, charges may be published in different currencies.
  In cases where charges are published in more than one
  currency, the following currencies are used as basis for
  calculation, however the charges will be converted from this
  currency into the respective local currency (if applicable:
  CAD (if baggage check-in in Canada). EUR (if baggage
  check-in in Europe), JPY(pt 3) (if baggage check-in Japan)
  or otherwise USD (if
  baggage check-in in places other than mentioned before).

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Itineraries to/from the US or Canada do have a different allocation of currency: The currency applicable at the point of commencement of the journey(not the point of baggage check-in will be

used to determine the charges for the whole itinerary.
Charges may be converted into local currency following this selection of currency rule.
pt 1 - Not applicable for "charges for OAL weight concept (WC)"

- pt 3 Valid where charge is explicitly published in JPY

Bag Selection Criteria

(1) Origin & destination: To/from the U.S. US DOT order 2009-9-20 (government reservation to IATA resolution 302)

Background: In July 2012, the United States Department of transportation (US DOT) Rule 399.87 came into effect. Under this rule, all carriers selling transportation to passengers, whose ultimate ticketed origin or destination is in the United States, must apply the same baggage policy and fees throughout a passenger's journey (including the return portion), regardless of the number of baggage check-ins during the journey.

Accordingly, the US DOT requirements stipulate that it is only the first marketing carrier(pt 1) on the first flight segment of an itinerary that has the right to establish the baggage rules (consisting of the free baggage allowance, the dimensions and weight of each of the bags, the level of any charges that may be incurred and carry-on luggage regulations) to apply for the entire journey.

This is irrespective of stopovers or other carrier flights listed on the single ticket. If 4Y is listed on the first flight segment of the ticket, then 4Y baggage regulations will apply throughout the entire journey (pt 2) - both on the outbound and the return flight. Charges, if any, will apply from the point of "baggage check-in" until the next stopover, or the next point of baggage collection. Thus, each time baggage is re-checked by the passenger, the same charges will apply.

However, if 4Y is not the first marketing carrier on the itinerary, such carrier has the right to choose to apply its baggage rules, the rules of the MSC (most significant carrier), or those of any other carrier on the single ticket. In case of itineraries where the first flight is operated on a code-share basis, the rules of the marketing carrier do apply.

Consequently, 4Y cannot guarantee that - though the ticket might have been issued on 4Y ticket stock - the 4Y baggage rules will apply in such cases. Other airlines often have baggage rules which

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differ from those of 4Y.

Origin & destination: to/from Canada (2) CTA decision no. 144-a-2014 (government reservation to IATA resolution 302)

Applicability (a) Paragraph (2) 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:

The carrier whose designator code is (i) 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.

Baggage rule determination by selecting carrier (c)

Checked baggage

The selecting carrier will:

(aa) Select and apply its own baggage rules as set out in its tariff to the entire

- interline itinerary or;
  (bb) Select the most significant 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 (aa) or (bb) will be known as the selected carrier.
- (ii) Carry-on baggage Each operating 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.
- (iii) 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. Disclosure of baggage rules

(d) Summary page at the end of an online purchase and e-ticket disclosure

(i) For baggage rules provisions related to a passenger's 1st and 2nd checked bag and the passenger's carry-on baggage (i.e., the

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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 (ii) below. The disclosed information will reflect the baggage rules of the selected carrier.

- (ii) The carrier will disclose the following information:
  - (aa) Name of the carrier whose baggage rules
     apply;

(bb) Passenger's free baggage allowance and/or applicable fees;

(cc) Size and weight limits of the bags, if applicable;

- (dd) 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):
- a particular credit card);
  (ee) Existence of any embargoes that may be applicable to the passenger's itinerary: and.

itinerary; and,
(ff) Application of baggage allowances and
charges (i.e., whether they are applied
once per direction or if they are
applicable at each stopover point).

(iii) 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.

Web site disclosure

The carrier will disclose on its website, 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

(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. Surfboards, pets, bicycles, etc.;

(f) Baggage provisions related to prohibited or unacceptable items, including embargoes;
 (g) Terms or conditions that would alter or impact

(g) Terms or conditions that would alter or impact the baggage allowances and charges applicable to

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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 (h) stopover points, including passengers subject to special baggage allowances or charges, etc.
- (3) Origin & destination: Any other origin or destination (except to/from the U.S./Canada) IATA resolution 302(pt 1) Background: Recognizing the industry requirement for more flexible baggage allowance and fees, on April 1, 2011, IATA resolution 302 came into force which sets out a new methodology to determine which carrier's baggage rules would apply in the case of any given journey, whether via an interline or code-share arrangement. Such new rule is based on the most significant carrier (MSC) approach to baggage allowance and charge determination and defines which airline's baggage rules would apply with respect to both allowance (i.e. Number of free pieces, size, weight, etc.) and charges (baggage fees and excess baggage fees).

The MSC shall be determined in the following order.

- The marketing carrier crossing from one TC area to another, or otherwise(pt 2)
- 2) The marketing carrier crossing from one TC
- sub-area to another sub-area, or otherwise The marketing carrier performing the first international sector within a TC sub-area 3) MSC rule applies on each portion of an itinerary where baggage is through checked (from where a passenger checks a bag to the point the passenger collects the bag). Baggage rules of the MSC are applicable from the point of "baggage check-in" until the next stop-over, or the next point of baggage collection. Thus, each time baggage is re-checked by the passenger, a MSC is once again defined and such MSC's baggage rules do apply.
- pt 1 not applicable to/from the United States or Canada
- pt 2 Exception: For itineraries from tc1 to TC 3 (via tc2): First carrier on the Transatlantic portion

General Baggage Conditions

- Free baggage allowance In case 4Y determines the free baggage allowance (FBA) of a journey, the piece concept of 4Y applies per checked portion of the baggage (Note: Exception may apply to/from the U.S. And Canada)
  The FBA shall always be handled as shown on the respective ticket or the passenger receipt. A passenger may carry some baggage free of charge, subject to 4Y conditions and limitations which are mentioned in the ticket and according to the terms of 4Y. The weight of each piece of baggage must not exceed 32 kg.
- 2) Excess baggage

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In case of baggage in excess of the free allowance a passenger has to pay the charges as published by 4Y and a pre-reservation is mandatory.

- Checked baggage (3) Checked baggage will be accepted according to the general conditions of carriage which can be found on www.EUROWINGS.com under terms & conditions.
- (4) Unchecked baggage (carry-on baggage) In addition to the checked baggage allowance, each passenger may carry, without additional charges, carry-on baggage suitable for placement in the closed overhead rack or under the passenger's seat. If baggage cannot be stored by this means or exceeds the limitations in regards of weight, size and number or is considered unsafe for any reason, it must be checked as checked baggage in the cargo compartment.

  For Canada only – any excess to baggage fees or ancillary charges charged but not used, or charged a second time due to alternate travel arrangements, will be refunded pursuant to But and a second time due to alternate travel arrangements.

alternate travel arrangements, will be refunded pursuant to Rule 90 (Refunds).

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## Rule 105 Acceptance of Pets and Animals

Note: This rule does not apply to certified Service Animals accompanying a passenger.

(A) General conditions of acceptance

- (1) Pets, limited to dogs, cats and household birds, when properly crated and accompanied by valid health and rabies vaccination certificate, entry permits and other documents required by countries of entry or transit will be accepted for carriage subject to the following requirements.
- (2) Pets will be accepted as baggage only when accompanied by a passenger traveling on the same aircraft.
- (3) Advance arrangements must be made with the carrier before any animal will be accepted for carriage as either checked or carry-on baggage.
- (4) The passenger must make all arrangements and assume full responsibility for complying with any applicable laws. Customs, and/or other government regulations, requirements or restrictions of the country, state or territory to which the animal is being transported.
- (5) The passenger must assume all financial obligations involved in transporting the animal, including but not limited to the cost of obtaining vaccinations, health certificates, quarantine charges, etc.
- (6) Acceptance is subject to the availability of space at departure time.
- (7) The animal will be transported in the passenger cabin of the aircraft.
- (8) The animal must be harmless, inoffensive, odorless, and require no attention during transit.
- (9) Environmental conditions must pose no hazard to the safety or comfort of the animal.
- (10) Animals will not be accepted as checked baggage for interline carriage.

#### (B) Containers

- (1) The animal must be confined in a cage or container subject to inspection and approval by 4Y prior to acceptance.
- (2) The passenger is responsible for insuring that the container meets all governmental requirements for the safe and humane transportation of the animal being transported.
- (3) The container cannot exceed 21 inches in length, 13 inches in width and during take off and landing must collapse to a maximum of 9 inches of height if transported in the passenger cabin.
- (4) The maximum outside linear dimensions of the container checked as baggage may not exceed 97

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inches.

(5) Only one container is permitted in passenger cabin per passenger.

(6) Containers must be leak proof.

- (C) Pets in the passenger cabin
  - (1) Maximum number of animals
    - (a) Widebody aircraft Carriage of pets in the passenger compartment is limited to 5 pets per aircraft: 2 per cabin in business class, 1 per cabin in premium economy class, 2 per cabin in economy class
  - (2) Container and animal storage
    The container must be stored under the seat
    directly in front of the passenger. The animal
    will not be carried in the first (bulkhead) row or
    adjacent to an emergency exit. The animal must
    remain in the container while in the boarding
    area, during boarding or deplaning and at all time
    while on board the aircraft.
  - (3) Provisions of carriage
    In the event the animal becomes offensive or
    causes a disturbance during transit, the animal
    may be removed at the captain's discretion.
    compartment for continuing transportation.
  - (4) Animals will not be permitted to travel with unaccompanied minors.
  - (5) Acceptance of animals as carry-on will be in lieu of one (1) piece of carry-on baggage and subject to charges in (D) below.
- (D) Charges
  - (1) (Except to/from Japan, within Germany and for certified service animals trained to assist the disable) The animal and it's container will not be included in determining the free baggage allowance and will always be subject to a charge as follows:
    - (a) For an animal traveling in a small or medium container (maximum dimensions 27x20x19 inches 68x50x48 CM), 100 percent of an excess baggage charge as listed in rule 99, paragraph (g).
    - (b) For an animal traveling in a large or extra large container, 200 percent of an excess baggage charge.
  - (E) Refunds

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For Canada Only- any pet carriage fees or ancillary charges charged but not used, or charged a second time due to alternate travel arrangements, will be refunded pursuant to Rule 90 (Refunds).

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## Rule 130 Fares

(A) General
The mileage routings or specified routing contained in this tariff shall apply only when transportation between the last point of departure in the area compromising Area 1 and the first point of arrival outside such area, or vice versa, is via the service of 4Y unless otherwise prohibited by said tariff. Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination and do not include ground transfer service between airports and city centers except where Rule 30 specifically provides that such ground transfer service will be furnished without additional charge.

(B) Applicable fares

(1) Fare construction definitions

(a) One way trip/one way subjourney
Part of a journey where travel from one
country does not return to such country and
for which the fare is assessed as a single
pricing unit using a one way fare.

(b) Round trip

- The term "round trip" is equivalent to a (i) return journey and means travel entirely by air from a point to another point and return to the original point comprising two half round trip fares components only, for which the applicable half round trip fare for each fare component, measured from the point of unit origin, is the same for the routing travelled; provided that this definition shall not apply to round the world travel if the fares to be used differ through class of service/seasonality/ day-of-week/carrier variations, the outbound fare shall be used also for the inbound fare component for the purpose of determining if the pricing unit is a round trip.
- (ii) When a round trip ticket is purchased prior to commencement of carriage, the fare for such trip will be the round trip fare published for the desired routing and the class of service used. If no round trip fare is published, the applicable fare will be the sum of the one way

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fares published for the segments of the desired routing and for the class of service used. When transportation is partially via fares governed by this tariff and partially via fares published in other tariffs, 50 percent of a round trip fare governed by this tariff may be combined with 50 percent of a round trip fare published in other tariffs to construct a through round trip or circle trip fare provided that:

- (aa) fares which, by their own terms, are not combinable with other fares, shall not be used in the Construction of round trip fares;
- (bb) this provision will not apply when any part of the round trip is via the services of a nonscheduled carrier or on a charter or military flight.
- (cc) the most restrictive provisions applicable to any fare used in the Construction will apply to the entire trip.
- (c) Circle trip

(1)

- (2) Circle trip travel from a point and return thereto
  by a continuous, circuitous air route,
  including travel comprising only two
  fare components but which do not meet
  the conditions of the round trip
  definition.
  - (a) Applicable fare for a circle trip shall be the lowest combination of half round trip fares in the direction of travel along respective sections involved in the trip, beginning the calculation from the point of unit origin of the trip; provided that for any fare component which terminates in the country of unit origin, the fare applicable to such fare component from the country of unit origin shall be used.
  - (b) (1) The applicable fare for a circle trip (excluding any side trip which has been charged as a separate pricing unit) shall not be less than the direct route normal or special round trip fare, as

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> appropriate, for the highest rated pair of points applicable to the class of service used from the point of unit origin to any stopover point on the route of travel.

- (2) (i) The foregoing provisions shall not apply to local combinations of normal and special fares.
  - (ii) When there are round trip fares with different global indicators from the point of unit origin to any stopover point, the fare to be used for the check must be that applicable to the flown itinerary.
  - When the flown itinerary (iii) incorporates such different global indicators (including round the world travel), the fare must not be less than the lower of such round trip fares from the point of unit origin provided that, only direct route fares between two points with the appropriate global indicators shall be used. if there is no direct route fare with the appropriate global indicators or there is no global indicator for the routing, it is not necessary to construct such fares.
  - (iii)

    Example

    HKG

    MOW

    IST m

    PAR 1500

    X/SEL m

    HKG 1450

    fare component 1:

    HKG-PAR(EH) half RT 1500

    fare component 2:

    HKG-PAR(TS) half RT 1450

total CT

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2950

(iv) Circle trip minimum check
 (for the above example)

- (1) Identify the RT fares from HKG to all stopover points based on the routing flown outbound and inbound.
- (2) Delete the higher of the two fares
  HKG-MOW (FE) RT 1600 and (TS) RT 2000
  HKG-IST (EH) RT 3000 and (TS) RT 4200
  HKG-PAR (EH) RT 3000 and (TS) RT 2900
- (3) From the remaining lower RT amounts, select the highest (HKG-IST RT 3000) As the minimum fare and compare to the CT total.
- (4) As this is higher, the circle trip is raised to 3000.
- (3) When there are round trip fares from the point of unit origin to any stopover point which differ according to carrier(s) used outbound and inbound, the fare to be used for check shall be the lower of such round trip fares.
- (4) Where more than one normal fare is published for the carrier(s) and the class of service used, the lower, lowest level may be used subject to seasonality (including black out dates) and day of week application.
- (5) For round the world travel originating in Australia/New Zealand the provisions of subparagraph (b)(1) and (2) Shall not apply.
- (6) When checking the circle trip minimum fare, when special fares are used the comparison shall be as provided the subparagraph for hip checks in this rule.
- (7) The foregoing provisions need not be applied for points which have been excluded from the higher intermediate point rule, subject to the same conditions contained in the exclusion.
- (8) Special fare only: the foregoing

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provisions need not be applied for points which have passed the hip check and have not qualified to be a hip point.

- (d) Partly via air and partly via sea
   (Applicable to round trip and around the world fares.) When tickets are purchased prior to commencement of carriage for a round trip or around the world journey for combined air and sea travel, the air fare for each one way section of the air journey will be 50 percent of the all year round trip fare published in tariffs governed by this tariff and applicable between the points and via the class of service used. A break in the round trip is permitted to allow passengers to make their own way by any means of transportation between airports and adjacent seaports.
- (e) Around the world fares

  Circle trip fares which apply to continuous

  EB or WB travel via both the Atlantic or

  Pacific, commencing and returning to the same
  point.

(f) Open jaw trips

- (i) Normal fare open jaw
  Travel from one country and return
  thereto, comprising two international
  fare components only and where.
  - (aa) The outward point of departure in the country of unit origin and the inward point of arrival in the country of unit origin are different (origin open jaw)
    - (i) Only domestic surface sectors are permitted.
  - (bb) The outward point of arrival and the inward point of departure are different (turnaround open jaw)
    - (i) Both international and domestic surface breaks are permitted.
    - (ii) When the surface sector is an international sector the distance of such surface sector must not be greater than the flown distance of the longer of the two fare components.
  - (cc) The outward point of departure in the country of unit origin and the inward point of arrival in the country of unit origin are different (origin jaw) and the outward point of arrival and the

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inward point of departure are different (turnaround open jaw)

- (i) Combination of an origin open jaw and a turnaround open jaw with a domestic surface sector.
- (ii) Combination of an origin open jaw and a turnaround open jaw with an international surface sector.
- (dd) The fare for a normal open jaw pricing unit shall be the sum of half the applicable round trip fares for both international leg of the open jaw, provided that when a fare component terminates in the country of unit origin, the fare applicable from the country of unit origin shall be used. For the purpose of a normal open jaw Canada, USA shall be considered as one country; except for pricing units wholly within Scandinavia, Scandinavia shall be considered as one country; Aruba, Bonaire, St. Eustatius, Saba, Curacao, St. Maarten shall be considered as one country; except for pricing units wholly within Europe, Europe shall be considered
- as one country. (ii) Special fares open jaw Except as otherwise specified in a fare rule, the fare for a special fares open iaw shall be the sum of half the applicable round trip fares for both legs of the open jaw; provided that when a fare component terminates in the country of unit origin, the fare applicable from the country of unit origin shall be used. Exception: For travel originating and terminating in Europe (except for travel wholly within Europe: where an open jaw applies between countries in Europe, the fare component which terminates in Europe shall be assessed in the direction from Europe.
- (g) Side trip A side trip is defined as travel from and/or to an enroute point of a fare component and which will be a separately charged air

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fare(s) that interrupts a through international fare.

- (h) Surface sectors
  - (i) Imbedded surface sector
    Imbedded surface sector means a domestic
    or international surface sector within a
    fare component but not to or from a fare
    Construction point. Imbedded surface
    sectors are allowed in any itinerary at
    the passenger's request unless
    restricted in a specific fare rule.
  - (ii) Fare construction surface sector Fare construction surface sector means either the origin point or the terminal point of a domestic or international surface sector is at a point of turnaround or destination of a pricing unit. Fare construction surface sectors are allowed in any itinerary at the passenger's request unless restricted in a specific fare rule. A fare Construction surface sector from the point of origin of a PU shall not be permitted. A fare construction surface sector at the beginning or end of the journey shall not be permitted. Origin of a PU shall not be permitted.
- (i) Special area definitions
  Each of the following areas will be
  considered one country, for the purpose of
  fare construction;
  - (i) Canada, U.S.A. are considered one country
  - (ii) Denmark, Norway, Sweden are considered one country
- (C) Applicable fares
  - (1) Except as provided in (D)(1) below, where a fare is published via the desired routing from point of origin to point of destination, such fare is applicable over such route notwithstanding that it is higher or lower than the combination of intermediate fares of the same type via the same routing. For the purpose of this rule, a published fare includes a fare obtained by combining a published arbitrary and a published international fare.
  - (2) Where no through fare is specifically published for a desired itinerary, for the class of service used, it must be constructed. Such constructed fares must not be less than the lowest amount obtained by combining two or more sectional fares along the desired routing which produces the lowest fare.

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(3) Fares must be used directionally outbound until the component which returns to the country of international travel origin. The fare for such component will be applied directionally from the country of origin. For fares assessed on side trips, the point of fare interruption will be considered as the point of origin for determining the fare directionally of the separately assessed side trip components.

- (4) All published fares governed by this tariff and all fares constructed in accordance with this tariff are applicable only when in compliance with all the provisions governing travel as stated herein. Mileage routings (see maximum permitted mileage tariff no. MPM-1 C.A.B. No. 424.

  May be applied to any published or constructed fare; however, if a diagrammatic or linear routing is specified in connection with a fare, such routings must be observed for that portion of the transportation covered by that fare.
- (5) The fare paid shall only be applicable when international travel commences in the country of the point of origin shown on the ticket, i.e. If international travel actually commences outside the country of the ticketed point of origin, the fare must be reassessed from the point where international travel actually began. For example, if a ticket is purchased at the swiss francs fare for travel between Zurich-Frankfurt-New York and the passenger actually commences travel in Frankfurt instead of Zurich, the fares must be reassessed at the Frankfurt-New York, Euro level.

(6)

- (D) Construction of fares
  - (1) Combinations

fares may be combined with other fares, provided that such fares permit combinability.

- (a) Unless otherwise stated in a particular fare rule, half of a round trip fare governed by one rule must not be combined with half of another round trip fare governed by a different rule in order to construct a different type of round or circle trip fare.
- (b) Special round trip fares must not be used for Construction of around-the-world fares, nor must one-half of a round or circle trip special fare be used to construct another type of round or circle trip special fare.
- (c) When constructing open jaw or circle trip special fares involving cities with different conditions, (advance purchase requirements, minimum/maximum stay, cancellation penalty)

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The most restrictive conditions govern the entire journey.

- (d) Unless otherwise stated in an applicable fare rule, when combining special fares with other types of fares, the restrictive provisions of the special fare apply only to special fare and not to any other fare used in combination.
- (e) Combinations with other fares must not extend the validity period.
- (2) Combining domestic U.S.A. Fares with international fares
  - (a) Domestic U.S.A. Fares a normal fare applicable within the U.S.A. May be combined end-on-end with an international fare to construct a through fare, which is less than the published international through fare from point of origin to point of destination, provided travel is via the fare construction points.

(b) Domestic U.S.A. Special fares

(i) A special fare applicable within the U.S.A. May be combined with any international fare to construct a through fare, which is less than the published fare from point of origin to point of destination, provided that the passenger complies with all conditions (e.g., period of validity, minimum/maximum stay, advance purchase requirements, group size, etc.) Of the special fare.

Exception: Any minimum tour price required by the special fare within the U.S.A. Will not be applicable when that fare is combined with an international inclusive tour fare having a minimum tour price of the same or higher amount.

- (ii) Passengers traveling under a fare constructed in (i) above may be routed via any gateway city regardless of the fare construction point(s), subject to the routing conditions governing the international fare.
- (iii) When a mileage routing applies to the international fare, mileage routings provided for (see maximum permitted mileage tariff no. MPM-1, C.A.B. No. 424, NTA(A) no. published by airline tariff Publishing Company, agent) may be applied to a fare constructed under (i)

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Above either for the entire journey between the point in the U.S.A. And the point in Area 2 or 3, or between a U.S.A. Gateway and the point in Area 2 or 3.

(3) Combining arbitraries with international fares. Between a point in Area 1 and a point in Area 2 or 3, the fare for such transportation will be established by combining the published arbitrary and the published international fare for the fare class applicable to the transportation. The passenger may be routed via any gateway city regardless of the point(s) used in establishing the fare, subject to the provisions of (c) above. In case a specified fare is published for the desired itinerary and a combination of arbitraries would be possible as well as the specified fare always take precedence.

(4) Surface transportation segments(a) Surface transportation due to lack of

reasonably direct air service

(i) When no reasonably direct scheduled air service is available between two points of a circle trip, a break in the circle may be travelled by any other means of transportation without changing the status of the circle trip.

(ii) A break in the circle trip is not permitted within a fare component when applying the mileage system. The break may only appear between two fare components if the circle trip status is to be retained.

- (b) Itineraries containing both air and surface transportation segments.
  When a journey by air is interrupted by the use of surface transportation between points not listed in sub-paragraph (c) below, the fare should be constructed by whichever of the following methods produces the lowest fare:
  - (i) The sum of two or more applicable one way fares.
  - (ii) A one way, round or circle trip fare covering all portions of the itinerary whether travelled by air or surface transportation.
  - (iii) A round or circle trip fare for that portion of the itinerary which meets the requirements of a round or circle trip plus one or more one way fares for those portions not included in the round or circle trip fare.
- (c) Permissible surface transportation sectors

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when an itinerary includes surface transportation between certain intermediate points, the mileage between such intermediate points may be disregarded when computing sector mileages.

(ii) The exclusion of these mileages will not affect the status of a round or circle

trip.

(iii) These sectors may not be used as points

of origin/destination.

When routing itinerary includes surface (iv) transportation between intermediate points, one of the intermediate points may be disregarded, and the through fare shall be applied.

Exception: Permissible surface transportation sectors

Between and Alghero, Italy Olbia, Italy Alicante, Spain Valencia, Spain Alicante, Spain Murcia, Spain Almeria, Spain Malaga, Spain Amman, Jordan Jerusalem. Israel

Amritsar, India Lahore, Pakistan Amsterdam, Netherlands Rotterdam.

Netherlands Antwerp, Belgium Brussels,

Arica, Chile Tacna, Peru Barcelona, Spain Gerona, Spain Barcelona, Spain Reus, Spain

Belgium

Basle, Switzerland Mulhouse. France

Beijing, China Tianjin, China Berlin, Germany Dresden,

Germany Berlin, Germany Leipzig Halle,

Germany Berne, Switzerland Geneva,

Switzerland Berne, Switzerland Zurich,

Switzerland Bilbao, Spain San Sebastian,

Spain

Bilbao, Spain Santander, Spain

Bilbao, Spain Vitoria, Spain Bologna, Italy Florence/Pisa,

Italy Brazzaville, Congo

Republic Kinshasa, Zaire Tariff: 4Y1 CTA No. 573 DOT No. 937

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Bremen, Germany Hamburg, Germany

Sectors

Between Bremen, Germany

Brownsville, United

**States** 

Catania, Italy

Ciudad Juarez, Mexico

Cologne, Germany

Cologne, Germany

Curitiba, Brazil

Cuzco, Peru

Detroit, United States

Dresden, Germany

Dubai, United Arab

Emirates

Dusseldorf, Germany

Florence, Italy

Granada, Spain Guatemala, Guatemala

Guayaramerin, Bolivia

Hamburg, Germany

Hanover, Germany

Hanover, Germany

Hilo, United States

Hong Kong, Hong Kong

Hong Kong, Hong Kong

Hong Kong, Hong Kong

Iguazu, Argentina

Jerez DE LA Frontera,

Spain

Kabul, Afghanistan

Krabi, Thailand

LA Coruna, Spain

And Munster, Germany

Matamores,

Mexico

Palermo, Italy

El Paso, United States

Dusseldorf,

Germany

Munster,

Germany

Joinville,

Brazil

LA Paz, Bolivia

Windsor, Canada

Leipzig,

Germany

Sharjah, United

Arab Emirates

Munster,

Germany Pisa, Italy

Malaga, Spain

Tapachula,

Mexico

Porto Velho,

Brazil

Munster,

Germany

Hamburg,

Germany

Munster,

Germany

Kona, United

States

Macao, Macao

Shenzhen, China

Zhuhai, China

Iguassu Falls,

Brazil

Seville, Spain

Peshawar, Pakistan

Phuket.

**Thailand** 

Santiago DE

Compostela,

Spain

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Larnaca, Cyprus

Laredo, United States

Leticia, Columbia

Livingston, Zimbabwe

Livramento, Brazil Ljubljana, Slovenia McAllen, United States Milan, Italy Munich, Germany

Osaka, Japan Paso DE Los Libres, Brazil

Podgorica, Serbia And Montenegro

Puerto Montt, Chile

San Diego, United States Santiago DE Compostela, Spain Split, Croatia Stockholm, Sweden

Swakopmund, Namibia

Venice, Italy Mileage system

be taken:

The maximum permitted mileage (MPM) published in connection with a fare governs the maximum distance a passenger is allowed to travel EN route between two particular points at the direct through one way or half round trip fare. In order to determine whether a desired routing between two points is permissible at the through one way or half round trip fare, the following steps should

(a) Determine the applicable MPM between the terminal points of the fare.

(b) Add up the ticketed point mileages (TPM) Between the cities on the itinerary, including all intermediate ticketed points, and fictitious construction points. Intermediate points of through flights are not taken into account when computing mileages. The ticketed point mileages to be used to determine the actual mileage for the itinerary are those published in the International Air Transport Association

Paphos, Cyprus
Nuevo Laredo,
Mexico
Tabatinga,
Brazil
Victoria Falls,
Zimbabwe
Rivera, Uruguay
Zagreb, Croatia
Reynosa, Mexico
Turin, Italy
Nuremberg,
Germany
Nagoya, Japan

Uruguaiana,
Brazil
Tivat, Serbia
And
Montenegro
San Carlos DE
Bariloche,
Argentina
Tijuana, Mexico

Vigo, Spain Zadar, Croatia Vasteras, Sweden Walvis Bay, Namibia Verona, Italy

(5)

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ticketed point mileage manual.

Note: "ticketed points" are shown in the
"good for passage" section of a
passenger ticket, plus any other
points used for fare construction
shown in the fare construction box.
Two flight numbers or two carriers
(such as an interchange flight) are
not permitted on the flight coupon.

- (i) If on a through fare, a portion of the journey is to be traveled by means of surface transportation, the direct or lowest combination of currently published ticketed point mileages is to be used, whether or not air services exist over such sectors.
- (ii) Limitations on indirect travel a fare component must not include more than one departure from fare component origin or more than one arrival at fare component destination or more than one stopover an any one intermediate ticketed point.

  Additionally,
  - (aa) A fare component within tc1 or within tc31 must not include more than one arrival and one departure at any ticketed point.
  - (bb) For a journey originating in tc1 no fare component within tc1 may include more than one international departure and one international arrival at any ticketed point in the country where travel originates.

    Example:

    POA-BUE-Sao-NYC through fare not permitted because of two international departures from Brazil.
  - (cc) Except for journeys wholly
     within South America for a
     pricing unit originating in
     Brazil, a fare component from
     a point in Brazil must not
     include more than two
     domestic sectors in Brazil.
     Examples:
    - 1. BSB-RIO-NYC at a through fare BSB-NYC is

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permitted.

- 2. POA-RIO-SSA-LIS at a through fare POA-LIS is permitted.
- 3. FLN-X/CWB-IGU-X/Sao-LON at a through fare FLN-LON is not permitted. The first international fare component must be assessed from CWB and FLN-CWB charged separately.
- (dd) For a pricing unit originating in Germany a fare component from/to a point in Germany must not include more than two domestic sectors in Germany.
- (ee) A fare component from/to/via Japan must not include more than three domestic sectors in Japan.
- (iii) Extra mileage allowances are permitted in certain markets in addition to the published MPM's; however, only one extra mileage allowance is permitted in connection with a one way or half round trip fare. Extra mileage allowances apply only in connection with the through fares between the points or areas specified, and the route of travel, including scheduled stopovers, intermediate transit points and connecting point(s), must be ticketed via the point(s) specifically indicated. The extra mileage allowance should be deducted from the sum total of the TPM's before making the comparison between this total and the applicable MPM's.

Between	and	via	Allowance
Or/WA	Europe	USA	750
USA (Except Or/WA)	Europe	HOU	750
Anchorage	Europe		2600
Boston	Europe	Washington, D	c 200
Maryland/	Ireland	London	500
Pennsylvania/			
Washington, Dc			
CA	Area 2/3	USA	1200
United States	Portugal	Frankfurt/	800
		London/Paris	
USA	Togo	PAR-DLA	1500
USA	Angola, Benin,		
	Burkina Faso,		

2300

400

1500

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Cameroon, Cape Verde. Central Africa Republic. Chad, Congo, Congo (Dem. Rep. of), Cote d'Ivoire, Equatorial Guinea, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Liberia, Mali. Mauritania, Niger, Nigeria, Sao Tome & Principe, Senegal, Sierra Leone, Togo

Togo Europe
Points In Europe Montreal and/or
Alberta, Yukon, Toronto And /Or
British Columbia Ottawa and/or
St Johns,

Halifax
Points In Europe Boston and/or

New Brunswick, Montreal and/or
Nova Scotia, Toronto and/or
Prince Ottawa

Edward Island

New Brunswick, Israel YHZ/YMQ/YTO 500 Nova Scotia,

Prince

Edward Island
Newfoundland Europe YHZ 700
Newfoundland Israel YYT/YHZ/ 1600
YMQ/YTO

Caribbean Europe SJU-EWR 1000 Caribbean New York 550 Europe Puerto Rico EWR/NYC/WAS 500 Europe Puerto Rico 2400 Europe HOU-CHI Bergen New York OSL And CPH 50

(iv) Polar route mileage computation must be applied when an itinerary includes a flight between Europe and Japan/Korea via Area 1 on any routing which does not touch a point in North America south of 60 degrees North latitude.

(aa) When a Europe-Japan/Korea polar flight is included in the itineraries between points in area 1 and points in Japan/Korea, the regular fares and maximum mileages Tariff: 4Y1 Carrier: EW Discover - 4Y

appropriate to travel via the Atlantic should be applied. TPM's should be calculated over the actual route of travel.

(bb) When an itinerary involving Polar Route travel extends to points beyond Japan/Korea, the TransAtlantic fare must be broken over Fukuoka/Nagoya/Osaka/Seoul/Tokyo and then combined with an appropriate fare in accordance with the lowest combination

Note: When a Europe-Japan/Korea polar flight is included in an around the world itinerary, apply the Construction principles in (c)(6), below.

(c) Compare the total TPM's to the applicable MPM permitted at the direct fare between the two points. If the total TPM's is equal to or less than the MPM, the itinerary is allowed at the published direct fare.

principle.

(d) If the total TPM for a desired routing exceeds the MPM published in connection with a fare, a surcharge becomes necessary.

Note: If a surcharged fare exceeds a combination of sector fares, such combination of fares may be used provided it is not less than the unsurcharged direct fare between the points of origin and destination.

Where the sum of the ticketed point mileages for the routing option is greater that the maximum permitted mileage the direct route fare shall be surcharged in accordance with the following formula:

Divide the sum of the ticketed point percentage the mileages by the maximum permitted fare shall be mileage.

If the Surcharged result is: by:
Over 1.00 but less than or equal to 1.05 5
Over 1.05 but less than or equal to 1.10 10
Over 1.10 but less than or equal to 1.15 15
Over 1.15 but less than or equal to 1.20 20
Over 1.20 but less than or equal to 1.25 25

(e) If the sum total of TPM exceeds the adjusted MPM shown at 25 percent in the excess mileage percentage table, the applicable fare will be the combination of two or more fares along the desired Tariff: 4Y1 Carrier: EW Discover - 4Y

routing which produces the lowest fare.
(6) Travel via a higher-rated intermediate point

- (a) Normal fares except as provided in 6(c)(f) below, a through fare between origin and destination must not be lower than:
  - (i) The normal fare between the point of origin and any intermediate stopover point along the routing:
  - (ii) The normal fare from each intermediate stopover point to each subsequent fare break point.
  - (iii) The normal fare from any intermediate stopover point to each subsequent stopover point along the routing.
    - (iv) When the direct normal through fare is lower than any of the fares applicable fares checked under (i) To (iii) above, the direct normal fare must be raised to the highest of any such intermediate point normal fares.
    - (v) When the total of TPM's for an itinerary exceeds the MPM, the normal fare must be surcharged in accordance with the procedures for excess mileage surcharges. If the routing passes through a higher intermediate ticketed point, the appropriate fare to be surcharged is the normal fare between the origin and destination of that segment which has been raised to the level of the higher intermediate ticketed point normal
    - (vii) All conditions of the normal fare between origin and destination apply.
- (b) Special fares (except as provided in (6)(c)-(f) below)
  - (i) If there is no higher normal fare between:
    - (aa) The point of origin and any intermediate stopover point; or
    - (bb) From any intermediate stopover point to each subsequent stopover point/fare break point along the routing the special fare (surcharged, if necessary) applies between origin and destination.
  - (ii) If there is a higher normal fare between the points checked under (i)(aa) and

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(i)(bb) above:

- (aa) The special fare must be raised to
   the level of such higher normal
   fare (surcharged, if necessary),
   unless;
- (bb) The same or lower special fare of the same type exists between such points, in which case the special fare (surcharged, if necessary) Applies;
- (cc) A higher special fare of the same type exists between such points, in which case such higher special fare (surcharged, if necessary) Applies.
- (iii) when comparing special fares, fares of the same type must be used and shall mean the same class of service, the same seasonal application and the same general conditions. In defining a fare of the same type, the comparison shall be limited to the class of service and: Column 1 Column 2 Column 3 Excursion Promotional Unreserved Budget fare of the Normal same fare Reserved Instant Normal Purchase type. OW APEX RT APEX

when fares are not available for the same fare type in Column 2, the component should be repriced at the next higher fare type shown in Column 2.

Note 1: Ticket validity and minimum/maximum stay requirements need not be the same.

Note 2: In case there is more than one special fare of the same type for comparison on any given sector, the fare with the conditions most similar to those of the special fare between the terminal points should be used for comparison.

If from the origin ticketed point to any intermediate stopover point there is no special fare of the same type as the through special fare, the fare shall not be less than the lowest of any higher type of special or normal fare in the absence of a special fare, in the same class of service.

(c) Higher Intermediate Point checks will apply

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as follows:

- (1) Normal fares
  - (a) If in any routing otherwise permissible at the direct route normal fare, there is a direct route normal fare(s) of the same class of service from
    - (i) Fare component origin to each subsequent intermediate stopover point
    - (ii) Each intermediate stopover point to each subsequent intermediate stopover point
    - (iii) Each intermediate stopover point to the subsequent fare break point which is higher than the direct route normal fare between the fare Construction points, the fare shall not be less than the highest fare referred to above (hip). In the case of fares which are established by season (including blackout dates) or day of week, or flight application the check will be based on the applicable fare (by seasonality including blackout dates; or by day of week or by flight application).
  - (b) If in any indirect routing otherwise permissible at the direct route normal fare plus a percentage (EMS), there is a direct route normal fare(s) of the same class of service involving points as specified in (a),(i),(ii),(iii) above which is higher than the direct route normal fare between the fare construction points, the fare for the indirect route shall not be less than the highest fare referred to above (hip), and the milage surcharge percentage (EMS) applicable to the through fare shall be applied to such higher intermediate fare.
  - (c) When comparing normal fares of the 'same class of service' in order to determine if there is a higher intermediate fare, the following sequence shall be followed:
    - (i) Sleeper seat fare is compared

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> with sleeper seat; if no sleeper seat fare, compare with the highest first class fare ignoring any fare rule provision.

- (ii) First class fare is compared with first class (provided that where more than one first class fare is published, compare with the highest first class); if no first class fare, compare with the highest intermediate/ business class fare (or next lower class fare) ignoring any fare rule provisions.
- (iii) Intermediate/business class
   fare is compared with
   intermediate/ business class
   fare; if no
   intermediate/business class
   fare, compare with the highest
   premium economy class fare;
   (or next lower class fare).
  - (iv) Premium economy class fare is compared with premium economy class fare.

    If no premium economy class fare, compare with the highest economy class fare, ignoring any fare rule provisions.
  - (v) Economy class fare is compared with economy class fare; if no economy class fare to compare, no check is required.
- (d) When comparing normal fares in accordance with the foregoing, the comparison shall be made in the same direction as the fare component. When using half round trip fares the comparision shall be made using half round trip fares. When using one way fare the comparison shall be made using one way fares.
- (e) Where more than one normal fare is published for the carrier and the class of service used, the lower/lowest level may be used subject to any stopover, transfer, seasonality (including blackout dates), flight application, routing validation, day of week limitations, of the lower/lowest

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fare (excluding application of the stopover charges).

- (f) When a ticket shows no stopover at both the unit origin and the unit destination point of a side trip which has been charged separately (due to transfer connections on both occasions) a stopover shall be considered to be taken at such point unless the time interval between the arrival immediately preceding the side trip and the departure immediately following the side trip does not constitute a stopover as defined in resolution 012.
- (g) When there is an imbedded surface sector the hip check applies to the point of arrival by air immediately preceding the surface sector and to the point of departure immediately following the surface sector, unless the time interval between the arrival and departure does not constitute a stopover as defined in resolution 012, however, such check shall not apply between the terminal points of the unflown sector.
- (h) When there is a fare construction surface sector, the hip check applies to the point of such surface sector that is not the fare Construction point unless the time interval between the arrival and departure at such point does not constitute a stopover as defined in resolution 012; however, such check shall not apply between the terminal points of the unflown sector.
- (i) Notwithstanding the above
  - (aa) For journey originating in Western Africa, the hip check in each fare component shall be applied on all ticketed points in Western Africa.
  - (bb) For journey wholly between Kilimanjaro and Nairobi, the hip check in each fare component shall be applied on all ticketed points.
  - (cc) For journeys originating in Malawi, the hip check in each

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fare component shall be applied on all ticketed points in Malawi.

(j) Day-of-week-application in establishing the day-of-week fare level to be used for the hip check the rule for the application of the day-of-week fares AHLL be applied solely to the sector(s) for which the check is being made. The day of travel on such sector(s) Shall be used to determine the day of week fare level to be used for the hip check Example:

> Routing: GVA-FRA-CAI-AMS-GVA first fare component (GVA-CAI) Fare GVA-CAI is established using the day of week of the first international sector GVA-FRA fare GVA-FRA is a non-day-of-week fare

there are day-of-week fares
FRA-CAI with the rule that the
first international sector
determines the day of the week
fare to be applied
to established the day-of-week
fare level to be used for the hip
check on the sector FRA-CAI the
date of travel FRA-CAI will be
used

second fare component (fare in the direction from GVA-CAI) Fare GVA-CAI is established using the day of the week of the first international sector GVA-AMS.

Note: The first international sector is taken in the direction of the fare component

fare GVA-AMS is a non-day-of-week fare there are day-of-week fares AMS-CAI with the rule that the first international sector determines the day-of-week fare to be applied to establish the day-of-week fare level to be used for the hip check on the sector CAI-AMS the date of travel CAI to AMS will be used

(k) In establishing the seasonal fare

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> level to be used for the hip check the rule for the application of the seasonal fares shall be applied solely to the sector(s) for which the check is being made. The seasonal rule for such sector shall be used to determine the seasonal fare level to be used for the hip check. Where reference in a seasonal rule is to a specific segment of travel, e.g. First international sector, the specific segment shall be assessed within the sector(s) for which the hip level is being established. Example:

Routing a-b-c-b-a

first fare component (a to c) Fare a-c is a non-seasonal fare fare a-b is a non-seasonal fare there are seasonal fares b-c with the rule that the first international sector determines the seasonal fare to be applied to establish the seasonal fare level to be used for the hip check on the sector b-c the date of travel b to c will be used second fare component (fare in the direction from a to c) Fare a-c is a non-seasonal fare fare a-b is a non-seasonal fare there are seasonal fares b-c with the rule that the first international sector determines the seasonal fare to be applied to establish the seasonal fare level to be used for the hip check on the sector c-b the date of travel c to b will be used.

(2) Special fares

- If any routing otherwise (a) permissible at the direct route special fare there is a direct route special fare(s) of the same class of service from.
  - Fare component origin to each intermediate stopover point.
  - (ii) Each intermediate stopover point to the fare component destination which is higher than the direct route special fare between the fare Construction points, the fare

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shall not be less than the highest applicable fare referred to above (hip).

- (b) If any indirect routing otherwise permissible at the direct route special fare plus a percentage (EMS), there is a direct route special fare(s) of the same class of service involving points as specified in (a) (i) and (ii) Above, which is higher than the direct route special fare between the fare construction points, the fare for the indirect route shall not be less than the highest applicable special fare referred to above (hip), and the surcharge percentage (EMS) applicable to the through fare shall be applied to such higher intermediate fare.
- (c) The sequence described below shall be followed for each sector indicated in (a) (i) and (ii) above.
  - (aa) The special fare of the fare component shall not be less than the lower/lowest applicable special fare of the same fare type.
  - (bb) If there is no matching applicable special fare of the same type, the special fare of the fare component shall not be less than the lower/lowest applicable special fare within the same fare type group.
  - (cc) If there is no applicable special fare within the same fare type group, the special fare of the fare component shall not be less than the lower/lowest applicable special fare within the next higher fare type group. Continue to the next group only if there is no applicable special fare found.
  - (dd) If there is no applicable special fare within any higher fare type group, the direct route special fare, surcharged if necessary,

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should be used.

Note: The conditions which define "applicable fare" are listed in resolution 012c (hip).

Any stopover/transfer charges which apply to an intermediate stopover point are excluded.

(d) In defining a "special fare of the same fare type group", the comparison shall be from the lowest to the highest of the following fare type groups:

Fare type groups Column 1

(a) APEX fare or,

Column 2

column 3 column 4

(a) GIT fare, or public group status

fare
Note: if no
status
fare of
the same
fare type
is found,
no hip
will apply

(b) instant
purchase/PEX
fare, or
(c) excursion
fare, or
(d) all other
individual
special fares
(except status,
IT fares)

(b) individual
IT fare

(E) All conditions attached to the special fare for the fare component will apply.

Exception: Hips will not be checked when routing fares are used.

Flow chart (for special fares) (when no matching applicable special fare type is

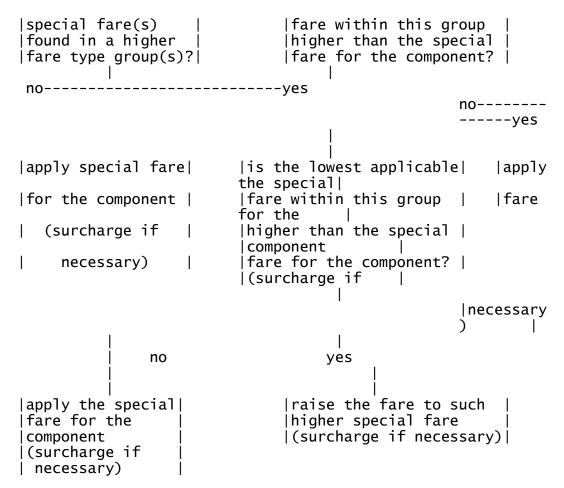
found)
|is an applicable special fare(s) found for the
|same class of service within the same fare type
|group from fare component origin to intermediate
|stopover point(s) and from an intermediate
|stopover point(s) to fare component destination?

no | |is an applicable |

| |is the lowest applicable|

yes

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(F) When comparing special fares in accordance with the foregoing, comparison shall be make with the following provisions.

(i) In the same direction as the fare component.

(ii) Half round trip fare(s) compared to half round trip fare(s); one way fare(s) compared to one way fare(s).

(iii) Limited to their same class of service first class fare is compared with first class fare; intermediate/business class fare is compared with intermediate/business class fare.

Premium economy class fare is compared

with premium economy class fare is compared with premium economy class fare. Economy class fare is compared with economy class fare.

(g) When the ticket shows no stopover at both the unit origin and the unit destination point of side trip which has been charged separately (due to transfer connection points on both occasions) a stopover shall be considered to be taken at

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such point unless the time interval between the arrival immediately proceeding the side trip and the departure immediately following the side trip does not constitute a stopover as defined in resolution 012.

- (h) When there is an imbedded surface sector the hip check applies to the point of arrival by air immediately preceding the surface sector and to the point of departure immediately following the surface sector, unless the time interval between the arrival and the departure does not constitute a stopover as defined in resolution 012. However, such check shall not apply between the terminal points of the unflown sector.
- (i) When there is a fare construction surface sector, the hip check applies to the point of such surface sector that is not the fare Construction surface sector unless the time interval between the arrival and departure at such point does not constitute a stopover as defined in resolution 012. However, such check shall not apply between the terminal points of the unflown sector.
- (j) Notwithstanding the above
  - (aa) For journey originating in Western Africa, the hip check in each fare component shall be applied on all ticketed points in Western Africa.
    - (bb) For journey wholly between Kilimanjaro and Nairobi, the hip check in each fare component shall be applied on all ticketed points.
    - (cc) For journeys originating in Malawi, the hip check in each fare component shall be applied on all ticketed points in Malawi.
- (k) Day-of-week-application in establishing the day-of-week fare level to be used for the hip check the rule for the application of the day-of-week fares shall be applied solely to the sector(s) for

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which the check is being made. The day of travel on such sector(s) Shall be used to determine the day of week fare level to be used for the hip check

Example:

Routing: GVA-FRA-CAI-AMS-GVA first fare component (GVA-CAI) Fare GVA-CAI is established using the day of week of the first international sector GVA-FRA fare GVA-FRA is a non-day-of-week fare there are day-of-week fares

FRA-CAI with the rule that the first international sector determines the day of the week fare to be applied to established the day-of-week fare level to be used for the hip check on the sector FRA-CAI the date of travel FRA-CAI will be used

second fare component (fare in the direction from GVA-CAI) Fare GVA-CAI is established using the day of the week of the first international sector GVA-AMS.

Note: The first international sector is taken in the direction of the fare component

fare GVA-AMS is a non-day-of-week fare

there are day-of-week fares
AMS-CAI with the rule that the
first international sector
determines the day-of-week fare
to be applied
to establish the day-of-week fare
level to be used for the hip
check on the sector CAI-AMS the
date of travel CAI to AMS will be
used.

(1) Seasonality application
in establishing the seasonal fare
level to be used for the hip check
the rule for the application of the
seasonal fares shall be applied
solely to the sector(s) for which
the check is being made. The
seasonal rule for such sector shall
be used to determine the seasonal
fare level to be used for the hip

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check. Where reference in a seasonal rule is to a specific segment of travel, e.g. First international sector, the specific segment shall be assessed within the sector(s) for which the hip level is being established. Example:
Routing: GVA-PAR-CAI-PAR-GVA

first fare component (a to c) fare GVA-CAI is a non-seasonal fare fare GVA-PAR is a non-seasonal fare there are seasonal fares PAR-CAI with the rule that the first international sector determines the seasonal fare to be applied to establish the seasonal fare level to be used for the hip check on the sector PAR-CAI the date of travel PAR-CAI will be used second fare component (fare in the direction from a to c) Fare GVA-CAI is a non-seasonal fare fare GVA-PAR is a non-seasonal fare there are seasonal fares PAR-CAI with the rule that the first international sector determines the seasonal fare to be applied to establish the seasonal fare level to be used for the hip check on the sector CAI-PAR the date of travel CAI to PAR will be used.

- (7) Mixed class travel (Applicable to normal f, c and y fares only)
  - (a) Mixed class travel is when an itinerary involves travel in two or more classes of service:
    - (i) On a sector(s) within a fare component
    - (ii) In an entire fare component of a journey/subjourney with more than one fare component
    - (iii) In an entire pricing unit (PU)
  - (b) In assessing the fare for mixed class transportation, special fares must not be used.
  - (c) Differentials are assessed in the same direction as the fare used for the lowest class of service.
  - (d) When half round trip fares are used, differentials are assessed using half round trip fares. When one way fares are used; differentials are assessed using one way fares
  - (e) Class differential calculation is only

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subject to the hip check; no further minimum checks apply

- (f) When comparing normal fares of the "same class of service", in order to determine the fare to be used in a class differential calculation, the following sequence shall apply: if no sleeper seat fare, use first class fare. If no first class fare, use business class fare. If no business class fare, use premium economy class fare. If no premium economy class fare, use economy class fare provided that where more than one economy class fare is published, use the highest economy class fare.
- (g) Fare calculation
  - (i) Establish the fare for the itinerary in the lowest class of service used applying all necessary fare construction checks; provided that if no fare is found in the lowest class of service used, drop down to the next lower class of service common to all the fare components in the pricing unit. Example:

TYO C SEL F TSN C DLC C TYO (sector fares) when there is no C fare available for SEL TSN, calculate with premium economy fare for the entire pricing unit and apply ctm check using premium economy fares.

- (ii) Establish whether as a result of (i)
   Above the mixed class sector(s).
   (aa) apply within a fare component; or
   (bb) constitute an entire fare
   component; or
- (cc) constitute an entire pricing unit
  (iii) Mixed class sector(s) within a fare
   component if the calculation in the
   lower class of travel establishes that
   the mixed class sector(s) fall within a
   fare component, the differential for the
   sector(s) travelled in a higher class
   shall be the lowest of the following:
  - (a) The difference between the lower class fare for the sectors flown in the higher class and the fare for the higher class of travel in those sectors.
  - (b) The difference between the applicable fare for the fare component in the lower class of service and the applicable fare for the fare component in the higher class of service for consecutive

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sectors within a fare component travelled in a higher class of service, the difference shall be the lower of (1) The difference between the lowest of applicable fare for the lowest class of service used and the lowest applicable fare for the higher class of service used, or (2) Lowest applicable through fare for the lowest class used for the sectors concerned and the lowest applicable through fare for the higher class used for such sectors.

- (iv) An entire fare component in a higher class if the calculation in the lower class of travel establishes that the mixed class sector(s) constitute an entire fare component(s), the differential shall be the difference between the applicable fare for the lower class of travel for the fare component and the applicable fare for the higher class of travel for the fare component.
- (v) An entire pricing unit in a higher class if the calculation in the lower class of travel establishes that the mixed class sector(s) constitute an entire pricing unit, the differential shall be the difference between the applicable fare for the lower class of travel for the pricing unit and the applicable fare for the higher class of travel for the pricing unit.
  In applying this methodology the resultant level will only be applied if it gives a lower level than other
- calculations.

  (8) Minimum fares
  having established the international fare for a
  one way, open jaw, circle trip, or around the
  world journey in accordance with normal rules,
  including the higher intermediate fare rule and
  mileage surcharge where applicable, a separate
  calculation, ignoring mileage surcharge, must be
  made. When this separate calculation results in a
  higher fare, such higher fare must be charged.
  - (a) One way backhaul
    - (i) This paragraph does not apply
      - (aa) For pricing units wholly within tc1
      - (bb) For pricing units between Argentina, Brazil, Chile,

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Paraguay, Uruguay and tc2.

(ii) This paragraph applies only when using normal one way pricing units.

- (iii) If any fare component travel is via a higher rated immediate stopover point, the fare for such fare component shall be the higher of:
  - (aa) The applicable fare between the fare construction points, or
  - (bb) The fare from the fare component origin to the highest rated intermediate stopover point plus the difference between such fare and the direct route fare between the fare construction points.

Examples: A-B-C-D fares a to b NUC 50

A to C 150

A to D 140

B to C 175

B to D 160

fare to be charged is B to C NUC 175 or

A to C NUC 150 plus the difference between a to c and a to d 10 ttl NUC 160 (whichever is higher) The one way backhaul rule check need not to be applied for points which have been excluded from the provisions of this resolution, subject to the same conditions contained in the exclusion.

- (b) Separate fares are assessed for side trips.
- (c) Circle trip minimum

  the fare for a circle trip shall be not less
  than the highest direct normal or special
  round trip fare, as appropriate, applicable
  to the lowest class of service used from the
  point of origin to any stopover point on the
  route of
  travel, excluding any separately assessed
  side trips.
- (d) Fares for other than round or circle trips (the following rules apply to all fares except round trip special fares) (see note)
  - (i) For transportation wholly within Area 1
  - (ii) For sales made in Area 1 for transportation commencing in Area 1
  - (iii) For sales made in Canada/U.S.A./U.S.

    Territories for international travel commencing outside this area that has its destination or point of turnaround in this area.
    - (iv) When travel originates in Benin, Burkina

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> Faso, Cameroon, Central African Republic, Chad, Congo, Cote d'Ivoire, Equatorial Guinea, Gabon, Ghana, Liberia, Mali, Niger, Senegal or Togo and is sold in another of these countries.

- (v) For the sale in the U.S.A. And US territories of fares between foreign points, the fare to be charged shall be based on the actual direction of travel. (aa) Common point check
  - (i) Fares sold in foreign countries for transportation to/from Canada and fares sold in Canada for foreign originating travel are the fare and conditions of carriage as stated in the lawful tariffs on file and in effect with the national transportation agency or the competent foreign air authority and in each case be calculated in the direction of travel.
  - (ii) For sales in Canada in Canadian dollars, the fare shall be converted into Canadian dollars at the applicable banker's buying rate of exchange in effect on the day of transaction at the Canadian point of sale.
- (f) Around the world minimum
  - (i) After an around the world fare has been constructed, all stopover points on the routing, including fictitious Construction points, must be checked to see whether any round trip fares exist from the point of origin to any stopover points on the routing including points on a side trip which are higher than the constructed fare. The fare for an around the world journey must be less than the highest direct normal round trip fare applicable to the cabin of service used from the point of origin to any stopover point on the route of In general, Transatlantic round trip fares from the point of origin to other points on the routing differ from the corresponding Transpacific round trip fares from the point of origin to the same points. For the purpose of

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> this rule, Transatlantic round trip fares must be compared with Transpacific round trip fares from point of origin for each stopover point on the routing and the lower of the two will be considered the direct fare.

- (ii) One class of service the fare for an around the world journey traveled in one class of service must not be less than the highest direct round trip fare from the point of origin to any ticketed point on the routing.
- (iii) Different classes of services
  the fare for an around the world journey
  involving different classes of service
  must not be less than the highest direct
  round trip fare for the lowest class of
  service assessed, from the point of
  origin to any ticketed point on the
  routing plus applicable differentials
  for sectors traveled in higher classes
  of service.
- (g) Unpublished fares when an itinerary includes a ticketed point for which no through fare is published, or for which a fare is published in only one global direction, the fare for such point/global direction should be constructed by using whichever particular combination of fare results in the lowest fare.
  - (i) Normal fare construction principles apply.
  - (ii) If the itinerary includes more than one unpublished point/global direction, separate fare calculations must be made for each such point/global direction.

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## Rule 135 Stopovers

(A) Except as otherwise provided in this rule, stopovers within the validity period of the ticket will be permitted at any scheduled stop unless carrier's tariffs or government regulations do not permit a stopover at any such stop.

- (B) Stopovers must be arranged with carrier in advance and specified on the ticket.
- (C) Cancelled
- (D) A stopover takes place when a passenger breaks the journey at an intermediate point and is not scheduled to depart on the day of arrival; or within 24 hours of arrival if there is no connection on the day of arrival. When there is no 4Y connecting departure scheduled on the date of arrival, departure on a 4Y flight the following day shall not be deemed a stopover.

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## Rule 145 Currency Applications

Local Currency Fares and Charges Fares and related charges are expressed in the local currency of the country of commencement of transportation (COC), except those countries listed below which are expressed (A) in US dollars or (B) in Euro: Lebanon Afghanistan Angola Liberia Anguilla. Madagascar Antiqua and Barbuda Malawi Argentina Maldives Bahamas Mexico Bangladesh Mongolia Barbados Montserrat Belize Nicaragua Bermuda Nigeria Bolivia Palestinian Territory Bonaire Panama Brazil Paraguay Burundi Peru Cambodia Philippines Cavman Islands Rwanda Chile Saba Colombia Saint Eustatius Congo, Dem. Rep. of Saint Kitts Costa Rica and Nevis Saint Lucia Cuba Dominica Saint Vincent and Dominican Republic the Grenadines Ecuador Sao Tome and El Salvador Principe Eritrea Sierra Leone Somalia Ethiopia Gambia Suriname Ghana Tanzania, United Grenada Republic of Guatemala Timor Leste Trinidad and Guinea Tobago Guyana Uganda Haiti Honduras Ukraine United States Indonesia and U.S. Territories Iraq Uruguay Israel Venezuela Jamaica Kenya Vietnam Laos zambia zimbabwe (B) Albania Armenia

Austria Azerbaijan

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> Belarus Belgium Bosnia and Herzegovina Bulgaria Cape Verde Croatia Cyprus Estonia Finland France Except French Polynesia (Including Wallis and Futuna) New Caledonia (Including Loyalty Islands) Georgia Germany Greece Ireland Italy Kyrgyzstan Latvia Lithuania Luxembourg Macedonia (Fyrom) Malta Moldova, Republic of Monaco Montenegro Netherlands Portugal Romania Russia Serbia Slovakia Slovenia Spain Tajikistan Turkey Turkmenistan Uzbekistan

(2) All add-ons shall be established in the currency of the country concerned, or where agreed, in U.S. dollars or in Euro or in any other currency.

Combination of Local Currency Fares
To combine two or more local currency fares, convert all local currency fares into the currency of the country of commencement of transportation.

Step 1: (a) Establish the NUC amount for each local currency fare by dividing the local currency fare by the applicable IATA rate of exchange (ROE) shown in the currency conversion table below for the country in which the currency is

denominated.
Calculate the resultant amount to two decimals places, ignoring any further

decimal places.

Step 2: Add the resultant NUC amounts for the sectors involved.

Step 3: (a) Established the through local currency

> fare by multiplying the total NUC amounts (derived from steps 1, 2, and 3 above) by the IATA rate of exchange (roe) shown in the currency conversion table below for the country of commencement of travel.

- (b) Calculate the resultant amount of one decimal place beyond the number of decimal places shown next to the local currency in the conversion table below. ignoring any further decimal places.
- Round up to the next higher rounding unit shown next to the local currency in the currency conversion table, unless otherwise indicated.

when an international ticket is comprised Exception: of all domestic fare components, but within different countries, the provisions outlines above shall apply.

Other Charges

Other charges shall be separately converted to the currency of the country of sale using the bankers' selling rate using the rounding units shown next to other charges in the currency conversion table.

MCOs for Unspecified Transportation and PTAs MCOs for unspecified transportation and PTAs when honored for payment of air transportation shall be subject to the provisions of Rule 75 (Currency of Payment). The country of payment of the PTA or MCO shall be considered the country of original issue and determine construction rules to apply.

Currency Table

For IATA Rate of Exchange (ROE) currency conversion table see pages 259-275.

Local Currency Rounding Table

For those countries where fares are expressed in USA and the USD is not the local currency; see pages 280-Q thru 282.

Currency Table Abu Dhabi (See United Arab Emirates) Afghanistan US Dollar USD ROE:1.0 Round Up: Local Currency - 1 Other Charges - 0.1 Albania Euro

EUR ROE:.888299 Note -Round Up: Local Currency - 1 Other Charges - 0.01

Note D

Algeria

DZD ROE:119.700963 Note -Algerian Dinar Round Up: Local Currency - 1 Other Charges - 1

American Samoa

US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Angola

US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1

> Anguilla USD ROE:1.0 US Dollar Note D Round Up: Local Currency - 1 Other Charges - 0.1 Antigua and Barbuda US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Argentina US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Armenia Euro EUR ROE:.888299 Note E Round Up: Local Currency - 1 Other Charges - 0.1 Aruba AWG ROE:1.8000000 Aruban Guilder Round Up: Local Currency - 1 Other Charges - 1 Australia Australian AUD ROE:1.432645 Dollar Note -Round Up: Local Currency - 1 Other Charges - 0.1 Austria EUR ROE: .888299 Note -Euro Round Up: Local Currency - 1 Other Charges - 0.01 Azerbaijan EUR ROE:.888299 Note E Euro Round Up: Local Currency - 1 Other Charges - 0.1 Bahamas US Dollar USD ROE:1.0 Round Up: Local Currency - 1 Other Charges - 0.1 Bahrain Bahraini Dinar BHD ROE: .376100 Note -Round Up: Local Currency - 1 Other Charges - 1 Bangladesh US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Barbados US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Belarus EUR ROE:.888299 Note E Round Up: Local Currency - 1 Other Charges - 0.1 Belgium Euro EUR ROE:.888299 Note -Round Up: Local Currency - 1 Other Charges - 0.01 Belize USD ROE:1.0 US Dollar Note D Round Up: Local Currency - 1 Other Charges - 0.1 Benin, Rep. of CFA Franc XOF ROE:582.686007 Note -Round Up: Local Currency - 100 Other Charges - 100 Bermuda USD ROE:1.0 US Dollar Note D Round Up: Local Currency - 1 Other Charges - 0.1 Bhutan Ngultrum BTN ROE:69.344359 Note -Round Up: Local Currency - 1 Other Charges - 1 Bolivia US Dollar USD ROE:1.0 Note D

> Round Up: Local Currency - 1 Other Charges - 0.1 Bonaire US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Bosnia and Herzegovina EUR ROE:.888299 Note E Euro Round Up: Local Currency - 1 Other Charges - 0.01 Botswana Pula BWP ROE:11.007161 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Brazil USD ROE:1.0 US Dollar Note D Round Up: Local Currency - 1 Other Charges - 0.1 British Virgin **Islands** US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Brunei Darussalam Brunei Dollar BND ROE:1.366139 Note -Round Up: Local Currency - 1 Other Charges - 1 Bulgaria EUR ROE:.888299 Note E Euro Round Up: Local Currency - 1 Other Charges - 0.01 Burkina Faso XOF ROE:582.686007 Note -CFA Franc Round Up: Local Currency - 100 Other Charges - 100 Burundi US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Cambodia US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 1.0 Cameroon XAF ROE:582.686007 Note -CFA Franc Round Up: Local Currency - 100 Other Charges - 100 Canada Canadian Dollar Cad ROE:1.339292 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Cape Verde Euro EUR ROE:.888299 Note E Round Up: Local Currency - 1 Other Charges - 0.1 Cayman Islands USD ROE:1.0 US Dollar Note D Round Up: Local Currency - 1 Other Charges - 0.1 Central African Republic XAF ROE:582.696007 Note -CFA Franc Round Up: Local Currency - 100 Other Charges - 100 Chad XAF ROE:582.686007 Note -CFA Franc Round Up: Local Currency - 100 Other Charges - 100 Chile US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 China CNY ROE: 6.909927 Yuan Renminbi Note -

> Round Up: Local Currency - 10 Other Charges - 1 Chinese Taipei Dollar TWD ROE:31.396602 Note -Round Up: Local Currency - 1 Other Charges - 0.5 Colombia US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Comoros Comoro KMF ROE:437.014505 Note -Franc Round Up: Local Currency - 100 Other Charges - 50 Congo (Brazzaville) XAF ROE:582.686007 Note -CFA Franc Round Up: Local Currency - 100 Other Charges - 100 Congo (Kinshasa) USD ROE:1.0 US Dollar Note -Round Up: Local Currency - 1 Other Charges - 0.1 Cook Islands New Zealand Dollar NZD ROE:1.511449 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Costa Rica USD ROE:1.0 US Dollar Note -Round Up: Local Currency - 1 Other Charges - 0.1 Cote D'Ivoire CFA Franc XOF ROE:582.686007 Note -Round Up: Local Currency - 100 Other Charges - 100 Croatia EUR ROE:.888299 Euro Note E Round Up: Local Currency - 1 Other Charges - 0.01 Cuba USD ROE:1.0 US Dollar Round Up: Local Currency - 1 Other Charges - 0.1 Curacao Netherlands Antilles ANG ROE:1.790000 Guilder Note -Round Up: Local Currency - 1 Other Charges - 0.1 EUR ROE: 888299 Euro Note -Round Up: Local Currency - 1 Other Charges - 0.05 Czech Republic Czech Koruna CZK ROE:22.838593 Note -Round Up: Local Currency - 1 Other Charges - 1 Denmark DKK ROE:6.633619 Danish Krone Note -Round Up: Local Currency - 5 Other Charges - 1 Djibouti Djibouti Franc DJF ROE:177.721000 Note -Round Up: Local Currency - 100 Other Charges - 100 Dominica US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Dominican Republic US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1

> Ecuador US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Egypt EGP ROE:17.880000 Egyptian Pound Round Up: Local Currency - 1 Other Charges - 1 El Salvador US Dollar Note -USD ROE:1.0 Round Up: Local Currency - 1 Other Charges - 0.1 Equatorial Guinea CFA Franc XAF ROE:582.686007 Note -Round Up: Local Currency - 100 Other Charges - 100 Eritrea US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Estonia EUR ROE:.888299 Note -Euro Round Up: Local Currency - 5 Other Charges - 0.1 Ethiopia US Dollar Note D USD ROE:1.0 Round Up: Local Currency - . Other Charges - 0.1 European M. Union EUR ROE:.888299 Note -Round Up: Local Currency - 1 Other Charges - 0.5 Falkland Islands Falkland Islands Pound FKP ROE:.787961 Note Round Up: Local Currency - 1 Other Charges - 0.1 Faroe Islands Danish Krone DKK ROE:6.633619 Round Up: Local Currency - 5 Other Charges - 0.1 Fiji Fiji Dollar FJD ROE: 2.167769 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Finland EUR ROE:.888299 Euro Round Up: Local Currency - 1 Other Charges - 0.01 France EUR ROE:.888299 Euro Note -Round Up: Local Currency - 1 Other Charges - 0.01 French Guiana Euro EUR ROE:.888299 Note -Round Up: Local Currency - 1 Other Charges - 0.01 French Polynesia XPF ROE:106.002240 Note -CFP Franc Round Up: Local Currency - 5 Other Charges - 1 XAF ROE:582.686007 Note -CFA Franc Round Up: Local Currency - 100 Other Charges - 100 Gambia US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Georgia EUR ROE:.888299 Euro Note E Round Up: Local Currency - 1 Other Charges - 0.1 Germany EUR ROE:.888299 Euro Note -Round Up: Local Currency - 1 Other Charges - 0.01

> Ghana US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Gibraltar Gibraltar GIP ROE:.787961 Pound Note -Round Up: Local Currency - 1 Other Charges - 0.1 Greece EUR ROE:.888299 Note -Round Up: Local Currency - 100 Other Charges - 10 Greenland Danish Krone DKK ROE:6.633619 Note -Round Up: Local Currency - 5 Other Charges - 1 Grenada US Dollar USD ROE:1.0 Round Up: Local Currency - 1 Other Charges - 0.1 Guadeloupe EUR ROE:.888299 Note -Euro Round Up: Local Currency - 1 Other Charges - 0.01 Guam USD ROE:1.0 US Dollar Note -Round Up: Local Currency - 1 Other Charges - 0.1 Guatemala US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Guinea US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Guinea-Bissau XOF ROE:582.686007 Note -CFA Franc Round Up: Local Currency - 1 Other Charges - 0.1 Guyana US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 1 USD ROE:1.0 US Dollar Note -Round Up: Local Currency - 1 Other Charges - 0.1 Honduras US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Hong Kong Hong Kong Dollar HKD ROE:7.840588 Note -Round Up: Local Currency - 10 Other Charges - 1 Hungary HUF ROE:286.079249 Note -Forint Round Up: Local Currency - 10 Other Charges - 10 Iceland Krone ISK ROE:124.101625 Note -Round Up: Local Currency - 100 Other Charges - 10 India INR ROE:69.344359 Indian Rupee Note -Round Up: Local Currency - 5 Other Charges - 1 Indonesian Rupiah IDR ROE:14354.200000 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Iran, Islamic Republic of IRR ROE:110241.000000 Note -Iranian Rial

> Round Up: Local Currency - 100 Other Charges - 100 Iraq IQD ROE:1196.998378 Note D Iraq Dinar Round Up: Local Currency - 0.1 Other Charges - 0.05 Ireland EUR ROE:.888299 Note -Euro Round Up: Local Currency - 1 Other Charges - 0.01 Israel US Dollar USD ROE:1.0 Round Up: Local Currency - 1 Other Charges - 0.1 Italy Euro EUR ROE:.888299 Note -Round Up: Local Currency - 1 Other Charges - 0.01 Jamaica US Dollar USD ROE:1.0 Round Up: Local Currency - 1 Other Charges - 0.1 Japan JPY ROE:108.210074 Note -Yen Round Up: Local Currency - 100 Other Charges - 10 Jordan Jordanian Dinar JOD ROE: .709000 Note -Round Up: Local Currency - 1 Other Charges - 0.05 Kazakhstan KZT ROE:383.850000 Note D Tenae Round Up: Local Currency - 1 Other Charges - 0.1 Kenya US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Kiribati Australian AUD ROE:1.432645 Dollar Note -Round Up: Local Currency - 1 Other Charges - 0.1 Korea, Democratic People's Republic of North Korean KPW ROE:107.250000 Round Up: Local Currency - 1 Other Charges - 1 Korea, Republic of KRW ROE:1128.635244 Note -Korean Won Round Up: Local Currency - 100 Other Charges - 100 Kuwait KWD ROE:.304962 Kuwait Dinar Note -Round Up: Local Currency - 1 Other Charges - 0.05 Kyrqyzstan Euro EUR ROE:.888299 Note E Round Up: Local Currency - 1 Other Charges - 0.1 Laos, People's Democratic Republic of USD ROE:1.0 US Dollar Note D Round Up: Local Currency - 1 Other Charges - 0.1 Latvia EUR ROE:.888299 Note -Euro Round Up: Local Currency - 1 Other Charges - 0.1 Lebanon

> US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Lesotho LSL ROE:14.694945 Note -Loti Round Up: Local Currency - 10 Other Charges - 0.1 Liberia USD ROE:1.0 Note -US Dollar Round Up: Local Currency - 1 Other Charges - 0.1 Libyan Arab Jamahiriya Libyan Dinar LYD ROE:1.420540 Round Up: Local Currency - 0.1 Other Charges - 0.05 Lithuania EUR ROE:.888299 Euro Note -Round Up: Local Currency - 1 Other Charges - 0.1 Luxembourg Luxembourg EUR ROE:.888299 Note -Euro Round Up: Local Currency - 1 Other Charges - 0.01 Macao MOP ROE:8.075805 Pataca Note -Round Up: Local Currency - 10 Other Charges - 1 Macedonia, the Former Yugoslav Republic of Euro EUR ROE:.888299 Note E Round Up: Local Currency - 1 Other Charges - 0.01 Madagascar US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 100 Other Charges - 50 Malawi USD ROE:1.0 US Dollar Note D Round Up: Local Currency - 1 Other Charges - 0.1 Malaysia Malaysian MYR ROE:4.165836 Ringgit Note -Round Up: Local Currency - 1 Other Charges - 1 Maldives US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 CFA Franc XOF ROE:582.686007 Note -Round Up: Local Currency - 100 Other Charges - 100 Malta EUR ROE:.888299 Euro Note -Round Up: Local Currency - 1 Other Charges - 0.1 Marshall Islands US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Martinique EUR ROE:.888299 Euro Round Up: Local Currency - 1 Other Charges - 0.01 Mauritania MRO ROE:369.921158 Note -Ouguiya Round Up: Local Currency - 20 Other Charges - 10 Mauritius Mauritius Rupee MUR ROE:36.799593 Note -Round Up: Local Currency - 5 Other Charges - 1

> Mayotte EUR ROE:.888299 Euro Note -Round Up: Local Currency - 1 Other Charges - 0.01 Mexico US Dollar USD ROE:1.0 Round Up: Local Currency - 1 Other Charges - 0.1 Micronesia US Dollar USD ROE:1.00 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Moldova, Republic of Euro EUR ROE:.888299 Note E Round Up: Local Currency - 1 Other Charges - 0.1 Monaco EUR ROE:.888299 Euro Round Up: Local Currency - 1 Other Charges - 0.01 Mongolia US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Montenegro EUR ROE:.888299 Euro Note -Round Up: Local Currency - 1 Other Charges - 0.1 Montserrat US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Moroccan Dirham MAD ROE:9.719251 Note -Round Up: Local Currency - 5 Other Charges - 1 Mozambique MZM ROE:62.910000 Metical Note -Round Up: Local Currency - 10000 Other Charges - 10000 Myanmar MMK ROE:1546.516236 Note D Kyat Round Up: Local Currency - 1 Other Charges - 1 Namibia Namibian Dollar NAD ROE:14.694945 Round Up: Local Currency - 10 Other Charges - 1 Nauru Australian AUD ROE:1.432645 Dollar Note -Round Up: Local Currency - 1 Other Charges - 0.1 Nepal NPR ROE:110.950975 Note -Nepalese Rupee Round Up: Local Currency - 1 Other Charges - 0.1 Netherlands Netherlands EUR ROE:.888299 Euro Round Up: Local Currency - 1 Other Charges - 0.01 Netherlands **Antilles Netherlands** Antillean ANG ROE:1.790000 Guilder Round Up: Local Currency - 1 Other Charges - 1 New Caledonia CFP Franc XPF ROE:106.002240 Note -Round Up: Local Currency - 100 Other Charges - 10 New Zealand

> New Zealand Dollar NZD ROE:1.511449 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Nicaragua US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Niger XOF ROE:582.686007 Note -CFA Franc Round Up: Local Currency - 100 Other Charges - 100 Nigeria US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Niue New Zealand Dollar NZD ROE:1.511449 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Norfolk Island Australian Dollar AUD ROE:1.432645 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Northern Mariana Islands US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Norway Norwegian Krone NOK ROE: 8.695266 Note -Round Up: Local Currency - 5 Other Charges - 1 Occupied Palestinian Territory US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Oman OMR ROE: .384500 Rial Omani Note -Round Up: Local Currency - 1 Other Charges - 1 Pakistan PKR ROE:148.387683 Note -Pakistan Rupee Round Up: Local Currency - 10 Other Charges - 1 Palau USD ROE:1.0 US Dollar Note -Round Up: Local Currency - 1 Other Charges - 0.1 Panama US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Papua New Guinea Kina PGK ROE:3.459640 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Paraguay US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Philippines | US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Poland Pln ROE:3.799713 PLN Note -Round Up: Local Currency - 1 Other Charges - 0.1 Portugal Portuguese Euro EUR ROE: .888299 Note -

> Round Up: Local Currency - 1 Other Charges - 0.01 Puerto Rico US Dollar USD ROE:1.0 Round Up: Local Currency - 1 Other Charges - 0.1 Qatar Qatari Rial QAR ROE:3.640000 Round Up: Local Currency - 10 Other Charges - 10 Reunion EUR ROE:.888299 Euro Note -Round Up: Local Currency - 1 Other Charges - 0.01 Romania Euro EUR ROE:.888299 Note E Round Up: Local Currency - 1 Other Charges - 0.01 Russian Federation EUR ROE:.888299 Euro Note E Round Up: Local Currency - 1 Other Charges - 0.01 Rwanda US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Saba US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Saint Helena Saint Helena Pound SHP ROE:.787961 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Saint Kitts and Nevis US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Saint Lucia US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Saint Maarten Guilder Netherlands ANG ROE:1.790000 Note -**Antilles** Round Up: Local Currency - 1 Other Charges - 0.1 Saint Pierre and Miquelon Euro EUR ROE:.888299 Note -Round Up: Local Currency - 0.01 Other Charges - 0.01 Saint Vincent and the Grenadines US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Tala WST ROE: 2.713072 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Sao Tome and Principe USD ROE:1.0 US Dollar Note -Round Up: Local Currency - 1 Other Charges - 0.1 Saudi Arabia SAR ROE:3.750000 Note -Saudi Riyal Round Up: Local Currency - 1 Other Charges - 1 Senegal XOF ROE:582.686007 Note -CFA Franc

> Round Up: Local Currency - 100 Other Charges - 100 Serbia EUR ROE:.888299 Euro Note E Round Up: Local Currency - 1 Other Charges - 0.1 Sevchelles Seychelles SCR ROE:14.529489 Rupee Note -Round Up: Local Currency - 1 Other Charges - 1 Sierra Leone US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Singapore Singapore Dollar SGD ROE:1.366139 Note -Round Up: Local Currency - 1 Other Charges - 1 Slovakia ROE: 888299 EUR Euro Round Up: Local Currency - 1 Other Charges - 1 Slovenia ROE:.888299 Euro EUR Note -Round Up: Local Currency - 100 Other Charges - 1 Solomon Islands Solomon Islands Dollar SBD ROE:8.481025 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Somalia USD ROE:1.0 US Dollar Note D Round Up: Local Currency - 1 Other Charges - 0.1 South Africa ZAR ROE:14.694945 Rand Round Up: Local Currency - 10 Other Charges - 1 South Sudan South Sudanese Pound SSP ROE:157.810800 Note G Round Up: Local Currency - 1 Other Charges - 1 Spain EUR ROE:.888299 Euro Round Up: Local Currency - 1 Other Charges - 0.01 Sri Lanka Sri Lanka Rupee LKR ROE:177.065044 Note -Round Up: Local Currency - 100 Other Charges - 1 Sudanese Dinar SDG ROE:45.225000 Note G Round Up: Local Currency - 1 Other Charges - 1 Suriname US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Swaziland Lilangeni SZL ROE:14.557967 Note -Round Up: Local Currency - 10 Other Charges - 1 Sweden SEK ROE:9.438611 Swedish Krone Note -Round Up: Local Currency - 5 Other Charges - 1 Switzerland Swiss Franc CHF ROE: .992589 Note -Round Up: Local Currency - 1 Other Charges - 0.5 Syrian Arab Republic Syrian Pound SYP ROE:436.000000 Note G

> Round Up: Local Currency - 1 Other Charges - 1 Tajikistan EUR ROE:.888299 Euro Note E Round Up: Local Currency - 1 Other Charges - 0.1 Tanzania, United Republic of US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Thailand Baht THB ROE:31.839020 Note -Round Up: Local Currency - 5 Other Charges - 5 Timor - Leste USD ROE:1.0 US Dollar Note -Round Up: Local Currency - 5 Other Charges - 0.1 Togo XOF ROE:582.686007 Note -CFA Franc Round Up: Local Currency - 100 Other Charges - 100 Tonga TOP ROE:2.352005 Pa'anga Note -Round Up: Local Currency - 1 Other Charges - 0.1 Trinidad and Tobago US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Tunisia Tunisian Dinar TND ROE:3.095804 Note -Round Up: Local Currency - 0.5 Other Charges - 0.5 Turkey Turkish Try ROE: 5.866640 Lira Note D Round Up: Local Currency - 1 Other Charges - 0.1 Turkmenistan TMT ROE:3.500000 New Manat Note D Round Up: Local Currency - 1 Other Charges - 0.1 Turks and Caicos Islands US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Tuvalu Australian Dollar AUD ROE:1.432645 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Uganda US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Ukraine US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 United Arab Emirates (Comprised of Abu Dhabi, Ajman, Dubai, Fujairah, Ras-El-Khaimah, Sharjah, Umm Al Qaiwain) UAE Dirham AED ROE: 3.672750 Note -Round Up: Local Currency - 10 Other Charges - 10 United Kingdom

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> Pound Sterling GBP ROE:.787961 Note -Round Up: Local Currency - 1 Other Charges - 0.1 United States US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Uruguay US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Uzbekistan ROE:.888299 Note E Euro EUR Round Up: Local Currency - 1 Other Charges - 0.1 Vanuatu VUV ROE:114.140000 Note -Vatu Other Charges - 10 Round Up: Local Currency - 100 Venezuela US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Viet Nam US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Wallis and Futuna Islands XPF ROE:106.002240 Note -CFP Franc Round Up: Local Currency - 100 Other Charges - 10 Yemen, Republic of YER ROE:250.000000 Yemini Rial Round Up: Local Currency - 1 Other Charges - 0.1 zambia US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 zimbabwe<sup>°</sup> Zimbabwe Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1

#### Notes:

- D International fares from this country are published in US dollars. This rate of exchange is to be used solely to convert local currency domestic fares to US dollars. This will allow combination of domestic fares and international fares from this country on the same ticket and provide a common industry base.
- E International fares from this country are published in Euro. This rate of exchange is to be used solely to convert local currency domestic fares to euro. this will allow combination of domestic fares and international fares from this country on the same ticket and provide a common industry base.
- G This rate of exchange is established by government order and does not result from the application of resolution 024C.

Local Currency Rounding Table
For those countries where fares are expressed in USD
and the USD is not the local currency, and when payment
is tendered in the local currency, the amounts shall be
rounded up to next unit as per the following table,
unless otherwise shown:

Afghanistan Afghani Note -AFA Round Up: Local Currency - 1 Other Charges - 1 Albania Note -Round Up: Local Currency - 1 Other Charges - 1 Angola Kwanza AOK Note -Round Up: Local Currency - 1000000 Other Changes - 0.1 Kwanza Reajustado AOR Round Up: Local Currency - 100 Other Charges - 100 Anguilla EC Dollar XCD Note 3 Round Up: Local Currency - 1 Other Charges - 0.1 Antigua and Barbuda EC Dollar XCD Note -Round Up: Local Currency - 1 Other Charges - 0.1 Argentina Argentine Peso ARS Note 1,3 Round Up: Local Currency - 1000 Other Charges -1000 Armenia Armenian Dram **AMD** Note -Round Up: Local Currency - 100 Other Charges - 10 Azerbaijan Azerbaijanian Note -Manat AZMRound Up: Local Currency - 100 Other Charges - 10 Bahamas Bahamian Dollar BSD Note -Round Up: Local Currency - 1 Other Charges - 0.1 Bangladesh Taka BDT Note -Round Up: Local Currency - 1 Other Charges - 1 Barbados Barbados Dollar BBD Note -Round Up: Local Currency - 1 Other Charges - 0.1 Belarus Belarussian Ruble BYB Note -Round Up: Local Currency - 100 Other Charges - 10 Belize Belize Dollar BZD Note 1 Round Up: Local Currency - 1 Other Charges - 0.1 Bermuda Bermudian Note 3 Dollar **BMD** Other Charges - 0.1 Round Up: Local Currency - 1 Bolivia Boliviano Note 1 Round Up: Local Currency - 1 Other Charges - 0.1 Bosnia and Herzegovina Bad Note -Dinar Round Up: Local Currency - 1 Other Charges - 1 Brazil

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Brazilian Real BRL Note 1,2 Round Up: Local Currency - 1 Other Charges - 1 Burundi Burundi Franc BIF Note -Round Up: Local Currency - 10 Other Charges - 5 Bulgaria Note -Lev Round Up: Local Currency - 1 Other Charges - 1 Cambodia Riel Note -KHR Round Up: Local Currency - 10 Other Charges - 10 Cape Verde Cape Verde Escudo CVE Note -Round Up: Local Currency - 100 Other Charges - 100 Islands Cayman Island Dollar **KYD** Note 3 Other Charges - 0.1 Round Up: Local Currency - 0.1 Chile Chilean Peso CLP Note 1 Round Up: Local Currency - 1 Other Charges - 1 Colombia Colombian Peso Cop Note 1 Round Up: Local Currency - 100 Other Charges - 100 Costa Rica Costa Rican Note 1 Colon CRC Round Up: Local Currency - 10 Other Charges - 10 Croatia Note 3 Croatian Kuna HRK Round Up: Local Currency - 1 Other Charges - 1 Cuba Cuban Peso CUP Note -Round Up: Local Currency - 1 Other Charges - 0.1 Dominica EC Dollar XCD Note -Round Up: Local Currency - 1 Other Charges - 0.1 Dominican Republic Dominican Peso DOP Note -Round Up: Local Currency - 1 Other Charges - 0.1 Ecuador Note 1,3 Sucre **ECS** Round Up: Local Currency - 1 Other Charges - 0.1 El Salvador El Salvador Note -Colon SVC Round Up: Local Currency - 1 Other Charges - 1 Eritrea Ethiopian Birr Note -Round Up: Local Currency - 1 Other Charges - 1 Estonia **EEK** Note -Kroon Round Up: Local Currency - 1 Other Charges - 0.1 Ethiopia Ethiopian Birr ETB Note -

> Round Up: Local Currency - 1 Other Charges - 1 Gambia Dalasi Note -**GMD** Round Up: Local Currency - 1 Other Charges - 0.1 Georgia Note -Lari GEL Round Up: Local Currency - 100 Other Charges - 10 Ghana Cedi Note -GHC Round Up: Local Currency - 1 Other Charges - 0.1 Grenada EC Dollar XCD Note -Round Up: Local Currency - 1 Other Charges - 0.1 Guatemala Quetzal GTQ Note 3 Round Up: Local Currency - 1 Other Charges - 0.1 Guinea Note -Guinea Franc **GNF** Other Charges - 100 Round Up: Local Currency - 100 Guyana Dollar GYD Note -Round Up: Local Currency - 1 Other Charges - 0.1 Haiti Note -Gourde Round Up: Local Currency - 1 Other Charges - 0.5 Honduras Lempira HNL Note 1 Round Up: Local Currency - 1 Other Charges - 0.2 Indonesia Note -Rupiah IDR Round Up: Local Currency - 100 Other Charges - 100 Israel Sheke1 Note 3 ILS Round Up: Local Currency - 1 Other Charges - 1 Jamaica Jamaican Dollar JMD Note -Round Up: Local Currency - 1 Other Charges - 0.1 Kazakhstan Kazakhstan Tenge KZT Note -Round Up: Local Currency - 1 Other Charges - 0.1 Kenya Kenyan Shilling KES Note -Round Up: Local Currency - 5 Other Charges - 5 Kyrgyzstan Som KGS Note -Round Up: Local Currency - 1 Other Charges - .1 Laos, People's Democratic Republic of LAK Note -Kip Round Up: Local Currency - 10 Other Charges - 10 Latvia Latvian Lats LVL Note -Round Up: Local Currency - 1 Other Charges - 0.1 Lebanon Lebanese Pound LBP Note -Round Up: Local Currency - 100 Other Charges - 100

> Liberia Liberian Dollar LRD Note -Round Up: Local Currency - 100 Other Charges - 100 Lithuania Lithuanian Litas LTL Note -Round Up: Local Currency - 1 Other Charges - 0.1 Macedonia, the Former Yugoslav Republic of Note 3 Dener MKD Round Up: Local Currency - 1 Other Charges - 1 Madagascar Malagasy Franc MGF Note -Round Up: Local Currency -1000 Other Charges - 50 Malawi MWK Note -Kwacha Round Up: Local Currency - 1 Other Charges - 0.1 Maldives Note 1 Rufiyaa MVR Other Charges - 1 Round Up: Local Currency - 1 Mexico Mexican Peso MXN Note -Round Up: Local Currency - 1 Other Charges - 1 Moldova, Republic of Moldovan Leu MDL Note -Round Up: Local Currency - 1 Other Charges - 0.1 Mongolia Tugrik Note -Round Up: Local Currency - -Other Charges - -Montserrat Note 3 EC Dollar XCD Round Up: Local Currency - 1 Other Charges - 0.1 Nepalese Rupee NPR Note -Round Up: Local Currency - 1 Other Charges - 1 Nicaragua Cordoba Oro NIO Note 1 Round Up: Local Currency - 1 Other Charges - 1 Nigeria Naira NGN Note -Round Up: Local Currency - 1 Other Charges - 0.1 Panama Balboa PAB Note -Other Charges - 0.1 Round Up: Local Currency - 1 Paraguay PYG Guarani Note 1 Round Up: Local Currency - 1000 Other Charges - 1000 Peru Note -Nuevo Sol Round Up: Local Currency - 0.1 Other Charges - 0.1 Philippines | Philippine Peso PHP Note -Round Up: Local Currency - 1 Other Charges - 1 Poland zloty Note -PLN

Other Charges - 0.1

Round Up: Local Currency - 1

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Romania Note -ROL Leu Round Up: Local Currency - 1 Other Charges - 1 Russian Federation Belarussian Note -Ruble BYB Round Up: Local Currency - 100 Other Charges - 10 Rwanda RWF Note -Rwanda France Round Up: Local Currency - 10 Other Charges - 5 Saint Kitts and Nevis EC Dollar XCD Note -Round Up: Local Currency - 1 Other Charges - 0.1 Saint Lucia Note -EC Dollar Round Up: Local Currency - 1 Other Charges - 0.1 Saint Vincent and the Grenadines EC Dollar XCD Note -Round Up: Local Currency - 1 Other Charges - 0.1 Sao Tome and Principe Dobra Std Note -Round Up: Local Currency - 10 Other Charges - 10 Sierra Leone Leone Round Up: Local Currency - 1 Other Charges - 0.1 Somalia Somali Shilling SOS Note -Round Up: Local Currency - 1 Other Charges - 1 Surinam Surinam Guilder SRG Note -Round Up: Local Currency - 1 Other Charges - 1 Tajikistan Note -Tasik Ruble TJR Round Up: Local Currency - 100 Other Charges - 10 Tanzania, United Republic of Tanzanian Shilling TZS Note -Round Up: Local Currency - 10 Other Charges - 10 Trinidad and Tobago Trinidad and Tobago Dollar Note -TTD Round Up: Local Currency - 1 Other Charges - 0.1 Turkey Turkish Lina TRL Note -Round Up: Local Currency - 1000 Other Charges - 100 Turkmenistan Turkmenistan Note -Manat TMM Round Up: Local Currency - 1 Other Charges - 0.1 Uganda Uganda Shilling **UGX** Note -

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Round Up: Local Currency - 1 Other Charges - 1 Ukraine Hryvnia Note -Round Up: Local Currency - 1 Other Charges - 0.1 Uruguayo Peso UYU Note -1,3Round Up: Local Currency - 100 Other Charges - 100 Uzbekistan Uzbekistan UZS Note -Sum Round Up: Local Currency - 100 Other Charges - 10 Venezuela Bolivar **VEB** Note -Round Up: Local Currency - 10 Other Charges - 10 Viet Nam Dong Note -**VND** Round Up: Local Currency - 1 Other Charges - 1 Yemen. Republic of Note -Yemeni Rial YER Round Up: Local Currency - 1 Other Charges - 1 Yugoslavia New Dinar YUM Note 4 Round Up: Local Currency - 1 Other Charges - 1 zaire New Zaire ZRN Note -Round Up: Local Currency - 1 Other Charges - 0.05 zambia Note -Kwacha Round Up: Local Currency - 1 Other Charges - 5

#### Notes:

- 1. For documents issued in the local currency of this country, refunds shall only be made in this country and in the currency of this country.
- 2. No rounding is involved, all decimals beyond two shall be ignored.
- 3. Rounding of fares and other charges shall be to the nearest rounding unit.
- 4. Rounding shall be accomplished by dropping amounts of 50 paras and less and increasing amounts of more than 50 paras to the next higher new dinar.

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### Rule 200 Children's and Infants' Fares

Note 1: For this rule only, "adult" shall mean someone at least 12 years of age. This definition does not apply in

regards to seating of family members.

Note 2: The provisions/percentages in paragraphs (A), (B), (C) and (D) of this rule apply only to the extent provided/specified in the applicable fare rule making reference to this rule.

- (A) Accompanied children (infant(s)) under two years of age
  - (1) When accompanied by an adult passenger, children who are less than two years of age throughout the journey and not occupying an individual seat will be assessed 10 percent of the applicable adult fare.
  - (2) Children under two years of age occupying individual seats or if more than 1 infant is travelling with one accompanying adult second infant is charged with the applicable child fare (75 percent).
- (B) Accompanied children two years of age or over, but under 12
  When accompanied by an adult passenger the fare for children who have reached their second birthday but have not reached their twelfth birthday on the date of commencement of their outward journey, will be 75 percent of the applicable adult fare.
- (C) Unaccompanied children under twelve years of age
  - (1) Unaccompanied children under twelve years of age on the date of commencement of their outward journey will be 75 percent of the full applicable adult fare.

Exception: Unaccompanied children under five years of age on the date of commencement of their outward journey will not be accepted for carriage via 4Y.

- (2) A service charge for unaccompanied child applies. The service will be offered on 4Y operating flights only.
- (D) Other conditions for accompanied/unaccompanied children(1) Unless otherwise specified in an applicable fare

(1) Unless otherwise specified in an applicable fare rule, children's and infants' discounts apply to stopover charges, weekend surcharges, cancellation

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charges etc.

Exception: For travel ex Germany: if not specified otherwise in a fare rule no children's discount applies on penalty charges.

(2) "Adult passenger" as used herein, shall mean a passenger 12 years of age and older for this Rule 200 only. This definition does not impact the age definitions used for seating arraignments.

- (3) when Rule 200 is not applicable to a fare, as indicated in paragraph (g) of a fare-rule, the full adult fare will apply instead of the discounted fares stated in this rule; provided that the passenger qualifies for such airfare in accordance with the other provisions of the fare-rule. When the application of Rule 200 is modified by the applicable fare-rule in paragraph (g), that modification will be applicable to unaccompanied as well as accompanied children in Rule 200; for example, when the exception for children (2 through 11 years old) is given as 67 percent, the "percent of the applicable adult fare" in Rule 200 paragraphs (b)(c) and (d) will be 67 percent instead of the 75 percent shown in Rule 200, and infants (under 2 years old) paying the children's fare as in paragraph (a)(2) Of Rule 200 will pay 67 percent, not 75 percent, of the applicable adult fare.
- (4) Each unaccompanied minor travelling on 4Y shall be charged:

(a) EUR70/CHF80/USD80/CAD110 within Europe;

(b) EUR80/CHF90/USD90/CAD120 between Europe and Lebanon, Israel, Kazakhstan, Egypt, Jordan, Turkmenistan, Iraq;

(c) EUR100/CHF115/USD115/CAD150 between Europe and United Arab Emirates, Qatar, Iran, Nigeria, Saudi Arabia, Ethiopia. Bahrain. Oman. Kuwait:

Ethiopia, Bahrain, Oman, Kuwait;

(d) EUR125/CHF140/USD140/CAD190 between Europe and Maldives, India, Equatorial Guinea, Kenya, Tanzania, Angola, Miami, Toronto, New York, Chicago, Charlotte, Orlando, Montreal, Exception 1: If a

brother and/or sister residing

at/destined to the same address travel together for the entire journey, the charges for one child as outlined above shall apply.

Exception 2: In case full adult fare has been charged no unaccompanied minor charge shall apply.

- (5) Please refer to the carrier's website for additional information and forms for unaccompanied minor bookings.
- (6) Age limits the age limits referred to in this rule shall be those in effect on the date of commencement of travel except.

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(a) For infants who will reach their second birthday during the journey, in that case, due to safety regulations, a booked seat will be required for the remaining portions of the journey. When a separate seat is required on a portion of the journey child fare has to be used for the entire journey. Combinations are not required within a fare component.

(b) Children who will turn twelve years enroute, will have to pay the applicable adult fare

for the entire journey.

Carrier: EW Discover - 4Y

# Rule 220 Voluntary Changes for Fully Flexible Fares

This rule is governed by 4Y-1

(A) For change requests made before departure of the journey:

(1) All changes must be made within the ticket validity.

(2) No carrier may override.

(3) No charge will apply to any change.

(4) If a refund is due to the passenger, it will be returned in the original form of payment.

- (5) The endorsement box of the new ticket must include the higher non-refundable amount of the previous and new ticket and any endorsements of the new fare.
- (6) The reissue transaction is restricted to 4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/MS/NH/NZ/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/ZH only.
- (7) The ticket must be re-priced per one of the following options:
  - (a) Use 4Y fares that were in effect at the time the ticket was issued provided -
    - (i) No change is made to stopover, connection, or fare break points.
    - (ii) The new fare is the same fare class and is governed by the same rule number as the previous fare.
    - (iii) The advance reservation requirements of the new fare are met by measuring from the reissue ticket date to the departure of the pricing unit.
  - (b) Use 4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/ MS/NH/NZ/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/ ZH fares that were in effect at the time the ticket was issued provided -
    - (i) No change is made to the 1st flight coupon.
    - (ii) The advance reservation requirements of the new fare are met by measuring from original ticket date to the departure of the pricing unit.
  - (c) Use 4Y fares that were in effect at the time the ticket is presented for re-issue provided the advance reservation requirements of the new fare are met by measuring from the reissue ticket date to the departure of the pricing unit.
- (B) For change requests made after departure of the

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journey:

(1) All changes must be made within the ticket validity.

(2) No carrier may override.

(3) No charge will apply to any change.

(4) If a refund is due to the passenger, it will be returned in the original form of payment.

- (5) The endorsement box of the new ticket must include the higher non-refundable amount of the previous and new ticket and any endorsements of the new fare.
- (6) The reissue transaction is restricted to 4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/MS/NH/NZ/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/ZH only.
- (7) The ticket must be re-priced per one of the following options:
  - (a) Use 4Y fares that were in effect at the time the ticket was issued provided -
    - (i) No change is made to stopover, connection, or fare break points.
    - (ii) When no international coupons remain, all new travel must be domestic.
    - (iii) Fully flown fare components are not extended to further points.
      - (iv) The new fare is governed by the same rule number as the previous fare.
      - (v) The advance reservation requirements of the new fare are met by measuring from the original ticket date to the departure of the pricing unit.
  - (b) Use

    4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/

    MS/NH/NZ/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/

    ZH fares that were in effect at the time the ticket was issued provided -
    - (i) When no international coupons remain all new travel must be domestic.
    - (ii) Fully flown fare components are not extended to further points.
    - (iii) When the same fare as the previous fare is used advance reservation requirements need not be met.
      - (iv) The advance reservation requirements of the new fare are met by measuring from the original ticket date to the departure of the pricing unit.

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Tariff: 4Y1 Carrier: EW Discover - 4Y

#### Rule 230 Voluntary Changes Permitted Against Charge

This rule is governed by 4Y-1

- (A) For change requests made before departure of the journey and before departure of the originally scheduled flight.
  - (1) All changes must be made within the ticket validity.

(2) No carrier may override.

- (3) A charge, as outlined in the chart below, will apply to any change. No charge will apply to infants not occupying a seat. No charge will apply if the new fare is a higher OW fare or equal or higher normal fare.
- (4) If more than one fare component exists on the ticket, the highest fee of any changed fare component within journey will be assessed.

(5) If a refund is due to the passenger, it will be returned in the original form of payment.

- (6) The endorsement box of the new ticket must include the higher non-refundable amount of the previous and new ticket and any endorsements of the new fare.
- (7) The reissue transaction is restricted to 4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/MS/NH/NZ/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/ZH only.
- (8) The ticket must be re-priced per one of the following options:
  - (a) Use 4Y fares that were in effect at the time the ticket WAS issued provided -

(i) No change is made to stopover, connection or fare break points.

- (ii) The new fare is the same fare class and is governed by the same rule number as the previous fare.
- (iii) The advance reservation requirements of the new fare are met by measuring from original ticket date to the departure of the pricing unit.
- (b) Use
  4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/
  MS/NH/NZ/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/
  ZH fares that were in effect at the time the ticket was issued provided -
  - (i) No change is made to the 1st flight coupon.
  - (ii) The advance reservation requirements of the new fare are met by measuring from original ticket date to the departure of the pricing unit.

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(c) Use
4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/
MS/NH/NZ/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/
ZH round trip fares that were in effect at the time the ticket is presented for re-issue provided the advance reservation requirements of the new fare are met by measuring from the reissue ticket date to the departure of the pricing unit.

- (d) Use
  4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/
  MS/NH/NZ/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/
  ZH one-way fares that are in effect at the time the ticket is presented for reissue provided:
  - (i) No change is made to fare break points.
  - (ii) The value of the new fare is higher than the value of the previous fare.
  - (iii) The advance reservation requirements of the new fare are met by measuring from the reissue ticket date to the departure of the pricing unit.
    - (iv) Use
      4u/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/
      LX/MS/NH/nz/OS/OU/OZ/SA/SK/SN/SQ/TG/
      TK/TP/UA/ZH normal fares that were in effect at the time the ticket was issued provided:
      - (a) No change is made to the 1st flight coupon.
      - (b) The advance reservation requirements of the new fare are met by measuring from original ticket date to the departure of the pricing unit.
    - (v) Use

      4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/
      LX/MS/NH/NZ/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/
      TP/UA/ZH normal fares that were in
      effect at the time the ticket was issued
      provided:
      The advance reservation requirements of
      the new fare are met by measuring from
      the reissue ticket date to the departure
      of the pricing unit.
- (B) For change request made before departure of the journey and after departure of the originally schedule flight. Changes are not permitted.
- (C) For change requests made after departure of the journey and before departure of the originally scheduled flight:
  - (1) All changes must be made within the ticket

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validity.

(2) No carrier may override.

- (3) A charge, as outlined in the chart below, will apply to any change. No charge will apply to infants not occupying a seat. No charge will apply if the new fare is a higher OW fare or equal or higher normal fare.
- (4) If more than one fare component exists on the ticket, the highest fee of any changed fare component within journey.
- (5) If a refund is due to the passenger, it will be returned to the original form of payment.
- (6) The endorsement box of the new ticket must include the higher non-refundable amount of the previous and new ticket and any endorsements of the new fare.
- (7) The reissue transaction is restricted to 4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/MS/NH/NZ/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/ZH only.
- (8) The ticket must be re-priced per one of the following options:
  - (a) Use 4Y fares that were in effect at the time the ticket WAS issued provided;
    - (i) No change is made to stopover, connection, or fare break points.
    - (ii) When no international coupons remain all new travel must be domestic.
    - (iii) Fully flown fare components are not extended to further points.
      - (iv) The new fare is the same fare class and is governed by the same rule number as the previous fare.
        - (v) The advance reservation requirements of the new fare are met by measuring from the original ticket date to the departure of the pricing unit.
  - (b) Use

    4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/

    MS/NH/NZ/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/

    ZH fares that were in effect at the time the ticket WAS issued provided:
    - (i) When no international coupons remain all new travel must be domestic.
    - (ii) Fully flown fare components are not extended to further points.
    - (iii) When the same fare as the previous fare is used advance reservation requirements need not be met.
      - (iv) The advance reservation requirements of the new fare are met by measuring from the original ticket date to the departure of the pricing unit.
  - (c) Use 4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/

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MS/NH/NZ/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/ZH one way fares that were in effect at the time the ticket WAS issued provided;

- (i) No change is made to fare break points.
- (ii) When no international coupons remain all new travel must be domestic.
- (iii) Fully flown fare components are not extended to further points.
  - (iv) The value of the new fare is higher than the value of the previous fare.
  - (v) The advance reservation requirements of the new fare are met by measuring from the original ticket date to the departure of the pricing unit.
- (d) Use
   4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/
   MS/NH/NZ/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/
   ZH normal fares that were in effect at the time the ticket WAS issued provided;
  - (a) When no international coupons remain all new travel must be domestic.
  - (b) Fully flown fare components are not extended to further points.
  - (c) When the same fare as the previous fare is used-advance reservation requirements need not be met.
  - (d) The advance reservation requirements of the new fare are met by measuring from the original ticket date to the departure of the pricing unit.
- (D) For change request made after departure of the journey and after departure of the originally scheduled flight. Changes not permitted.

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#### Rule 240 Voluntary Changes Permitted Free of Charge

This rule is governed by 4Y-1

(A) For change requests made before departure of the journey:

 All changes must be made within the ticket validity.

(2) No carrier may override.

(3) No charge will apply to any change.

(4) If a refund is due to the passenger, it will be returned in the original form of payment.

- (5) The endorsement box of the new ticket must include the higher non-refundable amount of the previous and new ticket and any endorsements of the new fare.
- (6) The reissue transaction is restricted to 4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/4Y/LO/LX/MS/NH/nz/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/ZH only.
- (7) The ticket must be re-priced per one of the following options:
  - (a) Use 4Y fares that were in effect at the time the ticket was issued provided -
    - (i) No change is made to stopover, connection or fare break points.
    - (ii) The new fare is the same fare class and is governed by the same rule number as the previous fare.
    - (iii) The advance reservation requirements of the new fare are met by measuring from the reissue ticket date to the departure of the pricing unit.
  - (b) Use
    4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/
    MS/NH/NZ/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/
    UA/ZH round trip fares that were in effect at the time the ticket was issued provided -
    - (i) No change is made to the 1st flight coupon.
    - (i1) The advance reservation requirements of the new fare are met by measuring from the reissue ticket date to the departure of the pricing unit.
  - (c) Use

    4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/
    MS/NH/NZ/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/
    ZH round trip fares that were in effect at the time the ticket is presented for re-issue provided the advance reservation requirements of the new fare are met by measuring from the

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reissue ticket date to the departure of the pricing unit.

- (d) Use
   4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/
   MS/NH/NZ/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/
   ZH one-way fares that are in effect at the time the ticket is presented for fare reissue provided -
  - (i) No change is made to fare break points.
  - (ii) The value of the new fare is higher than the value of the previous fare.
  - (iii) The advance reservation requirements of the new fare are met by measuring from the reissue ticket date to the departure of the pricing unit.
- (B) For change requests made before departure of the journey and after departure of the originally scheduled flight: changes are not permitted.
- (C) For change requests made after departure of the journey:
  - (1) All changes must be made within the ticket validity.
  - (2) No carrier may override.
  - (3) No charge will apply to any change.
  - (5) If a refund is due to the passenger, it will be returned in the original form of payment.
  - (6) The endorsement box of the new ticket must include the higher non-refundable amount of the previous and new ticket and any endorsements of the new fare.
  - (7) The reissue transaction is restricted to 4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/MS/NH/nz/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/ZH only.
  - (8) The ticket must be re-priced per one of the following options:
    - (a) Use 4Y fares that were in effect at the time the ticket was issued provided -
      - (i) No change is made to stopover, connection, or fare break points.
      - (ii) When no international coupons remain, all new travel must be domestic.
      - (iii) Fully flown fare components are not extended to further points.
        - (iv) The new fare is governed by the same rule number as the previous fare.
          - (v) The advance reservation requirements of the new fare are met by measuring from the original ticket date to the departure of the pricing unit.
    - (b) Use 4Y round trip fares that were in effect at the time the ticket was issued provided:
      - (i) No change is made to fare break points.

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(ii) When no international coupons remain all new travel must be domestic.

- (iii) Fully flown fare components are not extended to further points.
  - (iv) When the same fare as the previous fare is used advance reservation requirements need not be met.
    - (v) The advance reservation requirements of the new fare are met by measuring from the original ticket date to the departure of the pricing unit.
- (c) Use 4Y one way fares in effect at the time the ticket WAS issued provided -
  - (i) No change is made to fare break points.
  - (ii) When no international coupons remain all new travel must be domestic.
  - (iii) Fully flown fare components are not extended to further points.
    - (iv) The value of the new fare is higher than the value of the previous fare.
      - (v) The advance reservation requirements of the new fare are met by measuring from the original ticket date to the departure of the pricing unit.
- (d) For change requests made after departure of the journey and after departure of the originally scheduled flight: Changes are not permitted.

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## Rule 250 Voluntary Changes Not Permitted

This rule is governed by 4Y-1

For change requests made before departure of the journey and before departure of the originally scheduled flight.

All changes must be made within the ticket (1)

validity.

- (2) The international fare component may not override certain reissue provisions of the domestic fare component. No carrier may override.
- Changes not permitted except the new fare is (3) higher ow.
- (4) No charge will apply if the new fare is a higher OW.
- (5) If a refund is due to the passenger, it will be returned in the original form of payment.
- (6) The endorsement box of the new ticket must include the higher non-refundable amount of the previous and new ticket and any endorsements of the new fare.
- (7) The reissue transaction is restricted to 4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/MS/NH/ nz/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/ZH only.
- The ticket must be re-priced per one of the (8) following options:
  - Use 4Y one way fares that were in effect at the time the ticket is presented for reissue provided -
  - (a) No change is made to fare break points.
  - The value of the new fare is higher than the value of the previous fare.
  - The advance reservation requirements of the new fare are met by measuring from the reissue ticket date to the departure of the pricing unit.
- (B) For change requests made before departure of the iourney and after departure of the originally scheduled fliaht: Changes are not permitted.
- (C) For change requests made after departure of the journey and before departure of the originally scheduled flight:
  - All changes must be made within the ticket (1)validity.
  - (2) The international fare component may not override certain reissue provisions of the domestic fare component. No carrier may override.
  - (3) Changes not permitted except the new fare is higher ow.
  - No charge will apply if the new fare is a higher (4)

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OW.

- (5) If a refund is due to the passenger, it will be returned in the original form of payment.
- (6) The endorsement box of the new ticket must include the higher non-refundable amount of the previous and new ticket and any endorsements of the new fare.
- (7) The reissue transaction is restricted to 4U/A3/AC/AV/BR/CA/CM/EN/ET/JP/LG/LH/LO/LX/MS/NH/nz/OS/OU/OZ/SA/SK/SN/SQ/TG/TK/TP/UA/ZH only.
- (8) The ticket must be re-priced per one of the following options: Use 4Y one-way fares in effect at the time the

ticket WAS issued provided -

- (a) No change is made to fare break points.
- (b) When no international coupons remain all new travel must be domestic.
- (c) Fully flown fare components are not extended to further points.
- (d) The value of the new fare is higher than the value of the previous fare.
- (e) The advance reservation requirements of the new fare are met by measuring from the reissue ticket date to the departure of the pricing unit.
- (D) For change requests made after departure of the journey and after departure of the originally scheduled flight: Changes are not permitted.

Carrier: EW Discover - 4Y

# Rule 500 Passengers on Stretchers

(A) Passengers traveling on a stretcher will be accepted for transportation subject to Rule 25 (Refusal to Transport- Limitations of Carrier) herein, provided advance arrangements are made and space and appropriate equipment for mounting within the aircraft are available; and subject to the conditions and charges indicated provided that:

(1) The cost of ambulances, hospitalization and other ground expenses will be borne by the passenger

occupying the stretcher.

(2) Except as otherwise provided, the normal free baggage allowances will apply to each fare paid.

(B) Carrier will carry an incapacitated passenger on a stretcher provided such passenger is accompanied by at least one able-bodied attendant who shall care for the stretcher passenger during the trip. The one-way charge for the stretcher will be 3 one-way business class fares. The stretcher passenger and accompanying attendant will each be charged the applicable business class fare.

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Rule 550 Passengers Occupying Two Seats

Individual passengers may require adjacent, unoccupied, extra seats for reasons of comfort. Such extra seat, if available, must be reserved and paid for prior to commencement of travel.

The charge for the extra seat on a totally online journey, where the extra seat is required throughout, will be the same fare as paid by the passenger for the original seat. On other journeys, the local one-way sector fare for the class of service used will be charged.

Applicable one-way thoroughfares may be used to compute extra-seat charges for continuous online portions; however, using thoroughfares to construct such charges on interlined journeys will require acceptance by the interline carrier(s).

Carrier: EW Discover - 4Y

Rule 600 Attendant Accompanying Cargo Shipment

Carrier will transport attendants and their personal baggage on all-cargo aircraft or in the cargo compartment of a mixed cargo-passenger aircraft for the purpose of accompanying the consignment. The fare for such attendant shall be as follows: Lowest fare level irrespective of applicable conditions (i.e. Special fare conditions may be ignored, except that seasonal levels must be observed). This fare is only applicable on 4Y services and it must be in accordance with the routing actually flown. The airway bill number must be shown in the endorsement box of the ticket.

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