

INTERNATIONAL SCHEDULED TARIFF  
CONTAINING  
RULES APPLICABLE TO  
SCHEDULED SERVICES FOR THE  
TRANSPORTATION OF PASSENGERS AND THEIR BAGGAGE  
BETWEEN  
POINTS IN CANADA  
AND  
POINTS OUTSIDE CANADA

Issued on not less than one day's notice pursuant to CTA Order No. 2021-A-3

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**PART 1 – GENERAL TARIFF INFORMATION****Explanation of abbreviations, reference marks and symbols**

\$	Dollar(s)
(C)	Denotes change which results in neither increases or decreases
(I)	Denotes increase
(N)	Denotes addition
(R)	Denotes reduction
(X)	Denotes cancellation
APPR	<i>Air Passenger Protection Regulations</i>
ATPDR	<i>Accessible Transportation for Persons with Disabilities Regulations</i>
CAD	Canadian dollar(s)
CTA	Canadian Transportation Agency also referred to as the "Agency"
EU	European Union
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
N/A	Not applicable
No	Number
SDR	Special drawing rights
USD	United States dollar(s)
U.S. DoT	United States Department of Transportation

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**RULE 1: DEFINITIONS**

"Agency" means the Canadian Transportation Agency.

"APPR" means the *Air Passenger Protection Regulations*.

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

"ATPDR" means the *Accessible Transportation for Persons with Disabilities Regulations*.

"ATR" means the *Air Transportation Regulations*.

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

"baggage identification tag" means a document issued by the carrier solely for identification of checked baggage, part of which is given to the passenger as a receipt for the passenger's checked baggage and the remaining part is attached by the carrier onto a particular piece of the passenger's checked baggage.

"bank of seats" means passenger seats that are immediately adjacent to each other and does not include passenger seats that are across the aisle.

"bankers' buying rate of exchange or bankers' selling rate of exchange" means:

- In Canada, the unit rate published in the Toronto *Globe and Mail* Friday edition each week, as the foreign exchange mid-market rate in Canadian funds. When a national holiday falls on Friday, the rates quoted on the previous business day will be used. These rates will be applicable from Monday of the following week up to and including the following Sunday.
- In the United States, the rate published each Tuesday in the *Wall Street Journal* under the heading Foreign Exchange. This rate will be applicable from Wednesday of each week up to and including the Tuesday of the following week. When a national holiday falls on a Monday, foreign exchange rates do not appear in the Tuesday edition of the *Wall Street Journal*. In such exceptional cases, the previous week's rates are used through Wednesday instead of Tuesday, and the Wednesday edition of the *Wall Street Journal* will be used for the period Thursday through Tuesday of the following week.

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- In other countries, the rate at which a bank will purchase a given amount of foreign currency in exchange for one unit or units of the national currency of the country in which the exchange transaction takes place for the purpose of the transfer of funds through banking channels i.e., other than transactions in bank notes, travellers checks, and similar banking instruments.

**“boarding area”** means the point where the passenger’s flight coupons are lifted and kept by the carrier or the point where the carrier examines the passenger’s boarding pass prior to the passenger being permitted on the aircraft.

**“boarding pass”** includes either a paper document or an electronic document issued by the carrier to the passenger and serves as a record that the passenger has checked in for their flight and, when it shows a seat assignment, it permits a passenger to board a particular flight.

**“boarding time deadline”** is the time limit specified by the carrier by which the passenger must be present at the designated boarding area of their flight.

**“barrier”** means anything – including anything physical, architectural, technological or attitudinal, anything that is based on information or communications or anything that is the result of a policy or a practice – that hinders the full and equal participation in society of persons with an impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment or a functional limitation.

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

**“Carrier”** means:

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

**“check-in deadline”** is the time limit specified by the carrier by which the passenger must have completed check-in formalities and received a boarding pass.

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

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

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

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

**“curbside zone”** means an area that is located outside of a terminal where passengers are picked up or dropped off and that is owned, operated, leased or otherwise controlled by the terminal operator.

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

**“destination”** is a deliberate break of a journey initiated by the passenger and agreed to in advance by the carrier at a point after the place of departure but before the ultimate destination has been reached. The deliberate break must be for a purpose other than changing aircraft. Transportation to a destination may involve multiple flight segments on a single ticket/itinerary.

**“destination, ultimate”** see **ultimate destination**.

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

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

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

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

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

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

**"gratuitous carriage"** means air transportation of passengers, goods or animals for no reward.

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

**“involuntary refunds”** means any refund made in the event the passenger is prevented from using all or a portion of their ticket in situations set out in Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes, or Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes.

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

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

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

**“minor”** means a person who has not reached their 18th birthday on the date that travel commences.

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

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

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

**“open jaw trip”** means any trip comprising of two separate fare components with a surface break.

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

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

**“passenger”** means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a valid contract of carriage.

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

**“priority baggage”** means baggage that will be the last items to be stowed in the aircraft hold and the first items to be removed. Aids required for the mobility or well-being of persons with disabilities shall be treated as priority baggage.

**“refusal to transport”** means, despite a passenger holding a valid ticket/itinerary, the carrier will not carry or, if necessary, remove the passenger at any point for reasons found in Rule 105, Refusal to Transport.

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

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

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

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**“self-reliant”** means that a person does not require services related to a disability beyond that normally provided by the carrier, or beyond that which applicable rules or regulations require the carrier to provide.

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

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

**"severe allergy"** means an allergy to an allergen that may cause a person to experience significant physical distress if they are directly exposed to the allergen.

**"situations outside the carrier's control"** include, but are not limited to the following:

- war or political instability;
- illegal acts or sabotage;
- meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
- instructions from air traffic control;
- a NOTAM, (Notice to Airmen) as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;
- a security threat;
- airport operation issues;
- a medical emergency;
- a collision with wildlife;
- a labour disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider;

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- a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority; and
- an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

**"Small Carrier APPR"** means any carrier that is not a Large Carrier APPR. For greater certainty, Small Carrier APPR means a carrier that has not transported a worldwide total of two million passengers or more during each of the two preceding calendar years.

**"Small Carrier Non-ATPDR"** means any carrier that is not a Large Carrier ATPDR.

**"special drawing rights (SDR)"** is a unit of account of the International Monetary Fund.

**"special fare"** means any fare other than a normal fare.

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

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

**"tariff"** means a schedule of fares, rates, charges or terms and conditions of carriage applicable to the provision of an air service and other incidental services.

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

**"ticket"** means either a paper or electronic document issued by or on behalf of the carrier which includes the passenger's flight coupons. The ticket serves as evidence of payment of air fare and constitutes for the passenger proof of their contract of carriage. In instances where a ticket exists as an electronic document, the carrier issues to the passenger, as proof of purchase, an itinerary/receipt.

**"traffic"** means any persons or goods that are transported by air.

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

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

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

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

**“voluntary refunds”** means a refund of an unused or partially used ticket or an unused electronic miscellaneous document (EMD) for reasons other than those mentioned under the definition of an involuntary refund.

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

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**RULE 5: APPLICATION OF TARIFF**

## General

1. This tariff shall apply to carriage of passengers and their accompanying baggage, and to all services incidental thereto:
  - a) For carriage on flights operated and marketed (carrying a Neos S.p.A. flight number) to a passenger by Neos S.p.A., and
  - b) For carriage on flights marketed by Neos S.p.A. to a passenger but operated by another carrier.
2. With the exception of code-share agreements, when the carrier issues a ticket, baggage check, or makes any other arrangements for transportation over the services of, and in the name of, any other carrier (whether or not such transportation is part of a through service), the carrier acts only as agent for such other carrier and the tariff of that other carrier will apply.
3. Air transportation will be subject to the rules, rates, fares and charges published or referred to in this tariff, in effect on the date of the ticket issuance.
4. Unless the fare rule governing a specific fare basis code applicable to the transportation purchased by the passenger states otherwise, the general rules contained in this tariff will apply.
5. The contents of this tariff constitute the contract between the carrier and the passenger. Should there be a conflict between this tariff and any other document issued or posted by the carrier, this tariff will prevail.
6. The carrier's rules, regulations and conditions of carriage as found in this tariff are subject to change without notice only when required by applicable laws, government regulations, orders and requirements.

## Liability Under the Applicable Tariff

1. For international transportation, in the case of damages due to death or bodily injury, passenger delay and lost, damaged, and delayed baggage, the carrier will be subject to the rules relating to liability established by, and to all other provisions of either the Warsaw or the Montreal Convention. The carrier may stipulate that the limits of liability contained in this tariff are higher than those provided for within the applicable Convention or that there are no limits of liability whatsoever. In all other instances, tariff

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rules which are inconsistent with any provision of the applicable Convention will, to that extent, be inapplicable to international transportation (see Rule 121, Liability - international transportation).

2. For domestic transportation, under the provisions of the APPR, carriers will be subject to the same rules and liability limits as found in the Montreal Convention for lost, delayed and damaged baggage (see Rule 120, Liability - domestic transportation).
3. Carrier Liability under the APPR:
  - a) The carrier operating a flight is liable to passengers with respect to the obligations set out in sections 7 to 22 and 24 of the APPR, or, if they are more favourable to those passengers, the obligations on the same matter that are set out in the applicable tariff.
  - b) However, if one carrier carries passengers on behalf of another carrier under a commercial agreement, the carriers are jointly and severally, or solidarily, liable to those passengers with respect to the obligations set out in sections 7, 22 and 24 of the APPR, or, if they are more favourable to those passengers, the obligations on the same matter that are set out in the applicable tariff.

#### Overriding Law/Severability

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

#### Gratuitous Carriage

1. With respect to gratuitous carriage, Neos S.p.A. reserves the right to exclude the application of all or any part of this Tariff.

#### Passenger Recourse

1. Any compensation offered to passengers is found in this tariff and is subject to applicable government regulations.
2. In the case of dispute with Neos S.p.A. passengers should, as the first recourse, try to resolve any problem by dealing directly with the carrier. If the passenger has attempted to resolve a complaint with the carrier and is still not satisfied, the passenger may take the matter to either the Canadian Transportation Agency or the appropriate court, as the passenger prefers.

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Modification and Waiver

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

Self Identification – Large or Small Carrier

APPR

1. For the purposes of establishing obligations toward passengers under the APPR, Neos S.p.A. declares that it is a Large Carrier APPR.

Accessibility for Persons with Disabilities

2. For the purposes of establishing obligations toward passengers with disabilities under the ATPDR, Neos S.p.A. declares that it is a Large Carrier ATPDR.

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**PART II – BEFORE DEPARTURE****RULE 10: APPLICATION OF FARES AND CHARGES**

## A. General

1. Applicable fares are those published by or on behalf of the carrier or, if not published, constructed in accordance with the carrier's tariff.
2. Fares and charges will apply only to air transportation between the points named on the ticket.

## Fares in Effect

1. Subject to government requirements and this tariff:
  - a) The applicable fare is the fare in effect on the date of the tickets issuance.

## Routing

1. Unless otherwise provided in the carrier's tariff, fares apply only to their associated routing.

## Taxes and Charges

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

## Currency of Fares

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

**RULE 15: TAXES**

## A. General

1. Taxes imposed by governments are payable by the passenger and are in addition to the published or constructed fare.

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

**RULE 20: METHODS OF PAYMENT**

## A. General

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

1. Cash in currencies acceptable to the carrier
2. Credit card
3. Bank debit card, where facilities permit
4. Certified cheques

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**RULE 25: CURRENCY OF PAYMENT**

## A. General

1. Currency provisions are subject to government regulations and applicable foreign exchange regulations.
2. When travel commences in Canada, payment for tickets will be in Canadian dollars at the Canadian dollar fare, or its equivalent in other currencies converted to Canadian dollars at the bankers' buying rate of exchange.
3. When travel commences in the United States, payment for tickets will be in U.S. dollars at the U.S. dollar fare, or its equivalent in other currencies converted to U.S. dollars at the bankers' buying rate of exchange.
4. When travel originates outside Canada/United States but payment is made in Canada, the published fare in anything other than Canadian dollars will be converted to Canadian currency at the bankers' buying rate of exchange.
5. When travel originates outside Canada/United States but payment is made in the United States, the published fare in anything other than U.S. dollars will be converted to U.S. currency at the bankers' buying rate of exchange.

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**RULE 30: CLASSES OF SERVICE**

## A. First Class or Class "F"

1. The first class section will be located in the area of the aircraft designated by the carrier as first class.
2. Separate check-in facilities will be provided for passengers in first class seating, when airport space and staffing permit.
3. Passengers in first class seating will be afforded the use of first class lounges where such facilities exist.
4. Passengers seated in the first class section will be provided first class services.
5. First class services will consist of:

Not available on Neos S.p.A. aircrafts

## B. Business Class or Class "C"

1. The business class section will be located in the area of the aircraft designated by the carrier as business class.
2. Separate check-in facilities will be provided for passengers in business class seating where such facilities exist.
3. Passengers seated in the business class section will be provided business class service.
4. Business class services will consist of:

Dining: Breakfast and Lunch/Dinner available with Italian food or International food. Snacks, fruits, cake, etc.

Drinking: Different types of beverage, including various types of alcohol drinks (wine, beer, spirits, etc.).

Service: Complimentary Kit (including body lotion, lip balm, toothpaste, toothbrush, goggles, ear plugs, comb), cotton quilt, pillow, headphones, etc.

Other: fast track and VIP lounge (if available at the originating airport)

## Economy Class or Class "Y"

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1. The economy class/tourist class section will be located in the area of the aircraft designated by the carrier as economy class.
2. Passengers seated in the economy class section will be provided economy class service.
3. Economy class services will consist of:

Dining: Breakfast and Lunch/Dinner available with Italian food or International food.

Drinking: Different types of beverage, including various types of alcohol drinks (wine, beer, spirits, etc.).

Service: Cotton quilt, pillow, earphones etc.

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**RULE 40: RESERVATIONS**

## A. General

1. A reservation for space on a specific flight is valid when the availability and allocation of the space is entered into the carrier's reservation system, a confirmation number/code is obtained from the carrier which authenticates the reservation, the passenger has paid the appropriate fare, and a ticket has been issued for that space.
2. The carrier will only issue a ticket against a valid reservation. Subject to payment or other satisfactory arrangements and passenger compliance with the check-in time limits set out in paragraph (E) below, a ticket will be issued to the passenger by the carrier or agent of the carrier indicating that the passenger is holding confirmed space for the flight(s) shown on the ticket. The ticket will only apply between the points named on the ticket and the flight coupons that are presented.
3. On any specific flight, the carrier may limit the number of passengers carried at any specific fare. All fares will not necessarily be available on all flights. The number of seats which the carrier shall make available on a specific flight will be determined by the carrier's best judgment as to the anticipated total number of passengers on each flight.
4. The carrier will not accept a reservation for a child under 5 years of age who will be travelling alone, irrespective of whether the child's parent or guardian wishes to use the carrier's unaccompanied minors (UM) service for their child to travel alone.

## Cancellation of Reservations

1. The carrier may cancel reservations of any passenger:
  - a) If circumstances require due to situations within a carrier's control as defined in Rule 1, Definitions and applied in Rule 91, Delays or cancellation – within the carrier's control and within the carrier's control but required for safety purposes or Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes;
  - b) If circumstances require due to situations outside a carrier's control as defined in Rule 1, Definitions and applied in Rule 90, Delays or cancellation- outside the carrier's control or Rule 95, Denial of boarding – outside the carrier's control;
  - c) If circumstances require due to any situation identified in and applied in Rule 105, Refusal to transport; or,

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- d) When the passenger has failed to meet check-in or boarding gate requirements set out in paragraph (E) below.
2. If the carrier cancels a passenger's reservation due to (B)(1)(a) (above), the passenger may be eligible to take advantage of the provisions found in Rule 91, Delays or cancellation – within the carrier's control and within the carrier's control but required for safety purposes or Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes.
  3. If the carrier cancels a passenger's reservation due to (B)(1)(b) (above), the passenger may be eligible to take advantage of the provisions found in Rule 90, delays or cancellation – outside the carrier's control or Rule 95 Denial of boarding – outside the carrier's control.
  4. If the carrier cancels a passenger's reservation due to (B)(1)(c) (above), the passengers will be treated in accordance with the provisions of Rule 105, Refusal to transport.

#### Passenger's Responsibility

1. The passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in (E) below. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements.
2. The passenger should provide the carrier with their preferred means of communication from among means offered by the carrier (for example, email address and/or telephone numbers) when the carrier solicits point of contact information from the passenger in case the carrier must communicate with the passenger prior to their departure or at any point during the passenger's itinerary. The carrier has an obligation to communicate information to its passengers as per Rule 97, Communication of information – cancellation, delay, tarmac delay, or denial of boarding.

#### Failure to Occupy Seat

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

#### Check-in Time Limits

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Travel	Recommended check-in time*	Check-in/baggage drop-off deadline**	Boarding gate deadline***
Within Canada	60 minutes	30 minutes	20 minutes
To/From the U.S.	90 minutes	60 minutes	20 minutes
International	120 minutes	60 minutes	35 minutes

If the passenger fails to meet either the check-in/baggage drop off deadline or the boarding gate deadline specified in the above chart, the carrier may reassign any pre-reserved seat and/or cancel the reservation of the passenger and the carrier may not be able to transport the passenger's baggage.

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**RULE 41: SEAT ASSIGNMENT FOR PASSENGERS INCLUDING THE SEATING OF CHILDREN UNDER THE AGE OF 14 YEARS****A. Applicability**

1. This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.
2. Unaccompanied children will be carried pursuant to the provisions of Rule 65, Unaccompanied minors.
3. The carrier will not accept a reservation for a child under 5 years of age who will be travelling alone, irrespective of whether the child's parent or guardian wishes to use the carrier's unaccompanied minors (UM) service for their child to travel alone.

**Seat Assignment**

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

**Advance Seat Selection**

2. The passenger may pre-select a seat once they have purchased their ticket when booking a fare. If a passenger is choosing a specific seat, a fee may be assessed based on the conditions of the fare purchased (unless the seat is required to meet a disability related need – see (3) below). Nonetheless, complimentary seat selection is available at the time of check-in.

The advance seat selection fee will be charged per passenger and will be applied as set out in the table below:

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Applicable fees for travel:

Type of service	Seat selection fee within Canada	Seat selection fee between Canada and the USA	Seat selection fee between Canada and international points
First class	N/A	N/A	N/A
Business class	0 CAD	0 CAD	0 CAD
Full fare economy class	Starting from 0 CAD	Starting from 0 CAD	Starting from 0 CAD
Special or discounted fares seated in economy class section of the aircraft	Starting from 0 CAD	Starting from 0 CAD	Starting from 0 CAD

Seat selection fees will be refunded if:

- a) the carrier must move the passenger from their pre-paid, pre-selected seat due to an involuntary schedule or airport change or due to safety or operational reasons.
3. **Exception:** A person with a disability who requires a specific seat to meet a disability-related need will not be charged a seat selection fee.

#### Assignment Of Seats to Accompanied Children Under The Age Of 14 Years

1. In order to facilitate the assignment of a seat to a child who is under the age of 14 years that is in close proximity to an accompanying person (parent, guardian or tutor) in accordance with part (D) (below), the carrier will, at no additional charge:
  - a) assign a seat before check-in to the child that is in close proximity to the accompanying person, or
  - b) if the carrier does not assign seats prior to check-in, in accordance with paragraph (a), the carrier will:

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- (i) advise passengers before check-in that the carrier will facilitate seat assignment of children in close proximity to an accompanying person at no additional charge at the time of check-in or at the boarding gate,
- (ii) assign seats at the time of check-in, if possible,
- (iii) if it is not possible to assign seats at the time of check-in, the carrier will, via an announcement at the gate, ask for volunteers to change seats at the time of boarding, and
- (iv) if it is not possible to assign seats at the time of check-in and no passenger has volunteered to change seats at the time of boarding, the carrier will ask again for volunteers on-board the aircraft to change seats before take-off.

#### Proximity to Accompanying Person's Seat

1. The carrier will facilitate, pursuant to the steps outlined in (C) (above), the assignment of a seat to a child who is under the age of 14 years by offering, at no additional charge:
  - a) in the case of a child who is 4 years of age or younger, a seat that is adjacent to their accompanying person's seat;
  - b) in the case of a child who is 5 to 11 years of age, a seat that is in the same row as their accompanying person's seat, and that is separated from that accompanying person's seat by no more than one seat; and
  - c) in the case of a child who is 12 or 13 years of age, a seat that is in a row that is separated from the row of their accompanying person's seat by no more than one row.

#### Difference in Price

1. If the passenger who is assigned seating in accordance with (D)(1) (above) is seated in a lower class of service than their ticket provides, the carrier will reimburse the price difference between the classes of service.
2. If the passenger who is assigned seating in accordance with (D)(1) (above) chooses a seat that is in a higher class of service than their tickets provide, the carrier will request supplementary payment representing the price difference between the classes of service.

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**RULE 54: INTERLINE BAGGAGE ACCEPTANCE**

## Definitions

**"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. Airline designators are assigned by IATA. When this code appears on a ticket, it reflects the carrier that is marketing the flight, which might be different from the carrier operating the flight.

**"baggage rules"** 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 of and charges related to special items, e.g. surf boards, pets, bicycles;
- Baggage provisions related to prohibited or unacceptable items, including embargoes;
- Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card); and,
- Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges.

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

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

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**"interline itinerary"** means all flights reflected on a single ticket involving multiple air carriers.

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

**"marketing carrier"** means the carrier that sells flights under its code.

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

**"most significant carrier (MSC) – IATA Resolution 302 as conditioned by the Agency"** means that in this instance, the MSC is determined by applying IATA Resolution 302 methodology as conditioned by the Agency in its [Decision No. 144-A-2014](#). The Agency's reservation has stipulated that only a single set of baggage rules may apply to any given interline itinerary. The aim of the Agency's reservation is to allow the selecting carrier to use the MSC methodology to determine which carrier's baggage rules apply to an international interline itinerary to or from Canada, while reinforcing the role of tariffs in the determination of which carrier's rules apply.

**"operating carrier"** means the carrier that operates the actual flight.

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

**"selected carrier"** means the carrier whose baggage rules apply to the entire interline itinerary.

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

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

**"summary page at the end of an online purchase"** is 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.

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**"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 Agency would consider the ultimate ticketed destination to be Canada.

#### A. Applicability

1. This Rule is applicable to all interline itineraries issued on a single ticket whose origin or ultimate ticketed destination is in Canada.
2. It establishes how the carrier will determine which carrier's baggage rules apply to any passenger's entire interline itinerary.

#### General

1. For the purposes of interline baggage acceptance:
  - a) the carrier whose designator code is identified on the first segment of the passenger's interline ticket will be known as the selecting carrier;
  - b) 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

##### **Checked Baggage**

1. The selecting carrier will:
  - a) Select the MSC, as determined by IATA Resolution 302 as conditioned by the Agency, in order for that carrier's baggage rules, as established in its tariff, to apply to the entire interline itinerary.
2. The carrier identified by means of (a) will be known as the selected carrier.

##### **Carry-on Baggage**

3. 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.

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**Baggage Rule Application by Participating Carrier**

1. 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****Summary Page at the end of an Online Purchase and E-Ticket Disclosure**

1. For baggage rules provisions related to a passenger's 1<sup>st</sup> and 2<sup>nd</sup> checked bag and the passenger's carry-on baggage (i.e., the passenger's "standard" baggage allowance), when the carrier sells and issues a ticket for an interline itinerary, it will disclose to the passenger on any summary page at the end of an online purchase and on the passenger's itinerary/receipt and e-ticket at the time of ticketing the baggage information relevant to the passenger itinerary as set out in paragraph (2) below. The disclosed information will reflect the baggage rules of the selected carrier.
2. The carrier will disclose the following information:
  - a) name of the carrier whose baggage rules apply;
  - b) passenger's free baggage allowance and/or applicable fees;
  - c) size and weight limits of the bags, if applicable;
  - d) terms or conditions that would alter or impact a passenger's standard baggage allowances and charges (e.g. frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card);
  - e) existence of any embargoes that may be applicable to the passenger's itinerary; and,
  - f) application of baggage allowances and charges (i.e., whether they are applied once per direction or if they are applicable at each stopover point).
3. The carrier will provide this information in text format on the passenger's e-ticket confirmation. Any fee information provided for carry-on bags and the first and second checked bag will be expressed as specific charges (i.e., not a range).

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**Web site disclosure**

4. The carrier will disclose on its Web site, in a convenient and prominent location, a complete and comprehensive summary of all of the carrier's own baggage rules, including information concerning:
  - a) The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
  - b) The number of checked and unchecked passenger bags that can be transported and the applicable charges;
  - c) Excess and oversized baggage charges;
  - d) Charges related to check in, collection and delivery of checked baggage;
  - e) Acceptance of and charges related to special items, e.g. surf boards, pets, bicycles;
  - f) Baggage provisions related to prohibited or unacceptable items, including embargoes;
  - g) Terms or conditions that would alter or impact the baggage allowances and charges applicable to passengers (e.g. frequent flyer status, early check in, pre-purchasing baggage allowances with a particular credit card); and
  - h) Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges.

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**RULE 55: BAGGAGE ACCEPTANCE**

## A. Applicability

1. This Rule only applies to flights operated by Neos S.p.A. ("the carrier") for single carrier (i.e. online) transportation of baggage and interline transportation of baggage where the carrier is selected to apply its own baggage rules to an entire interline itinerary.

## General Conditions of Acceptance of Checked and Unchecked Baggage

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

1. Checked baggage
  - a) Once the carrier takes possession of the passenger's checked baggage, the carrier will issue a baggage identification tag for each piece of checked baggage. A portion of this tag will be provided to the passenger and each bag will be affixed with the corresponding remaining portion of the tag.
  - b) Subject to the provisions of this tariff related to mobility aids and musical instruments, checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed or the carrier decides that it is impractical to carry the baggage on the same aircraft.
2. Unchecked baggage (carry-on baggage)
  - a) Unchecked baggage must be within the carrier's size and weight limits to be taken **on-board the aircraft**.
  - b) **Unchecked baggage** must fit under the seat located in front of the passenger or in the enclosed storage compartment in the passenger cabin of the aircraft.
  - c) Objects which are not suitable for carriage as checked baggage (e.g. objects made of glass or ceramic) 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. Passengers should contact the carrier or review its Web site for more information about which specific 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.

## Baggage Allowance

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

Type of service	Maximum number of bags permitted	Weight per bag	Dimension per bag	Fees
First class	N/A	N/A	N/A	N/A
Business class	2 pieces	30kgs/66lb	Sum of the 3 dimensions: maximum 158cms/62in	N/A
Full fare economy class (Freedom)	2 pieces	23kgs/50lb	Sum of the 3 dimensions: maximum 158cms/62in	N/A
Special or discounted fares seated in economy class section of the aircraft (Promo, Relax)	0-1 piece	23kgs/50lb	Sum of the 3 dimensions: maximum 158cms/62in	N/A

#### Unchecked Baggage (Carry-On Baggage)

Type of service	Maximum number of bags permitted	Weight per bag	Dimension per bag	Fees
First class	N/A	N/A	N/A	N/A
Business class	1 piece	8kgs/18lb	115cm/45in (55x40x20cm)	N/A
Full fare economy class	1 piece	8kgs/18lb	115cm/45in (55x40x20cm)	N/A
Special or discounted fares seated in economy class section of the aircraft	1 piece	8kgs/18lb	115cm/45in (55x40x20cm)	N/A

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2. The carrier will accept for transportation assistive devices for persons with disabilities in addition to the baggage allowances set out in the charts above at no additional charge to the person. For provisions related to the transportation of assistive devices for persons with disabilities, refer to:
3. If a passenger exceeds the maximum number of bags permitted and/or the maximum weight allowed for each bag or the maximum dimensions permitted for each checked or carry-on bag in the chart in (1) above, the passenger will be subject to the excess baggage charges set out in the chart in (E) below.
4. The passenger's name and contact information must appear on the baggage. It is recommended that the name and contact information also be included inside the baggage.

#### Collection and Delivery of Baggage

1. The passenger has the right to retrieve their baggage without delay.
2. Only the passenger who was given a baggage identification tag when the carrier took possession of the baggage is entitled to accept delivery of the baggage.
3. If the passenger claiming the checked baggage is unable to produce their portion of the baggage identification tag and identify the baggage by means of its baggage identification tag, the carrier must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.
4. Acceptance of the baggage without complaint, within the time limits stipulated in Rule 120(C), Liability – domestic transportation or Rule 121(C), Liability – international transportation, by the passenger in possession of the baggage identification tag is evidence that the carrier delivered the baggage in good condition and in accordance with this tariff.

#### Excess Baggage

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

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## Excess Baggage

Type of service	Overweight/ oversize	Charge per piece
First class	N/A	N/A
Business class	Up to 23kgs/50lb	\$190 CAD
Full fare economy class	Up to 23kgs/50lb	\$190 CAD
Special or discounted fares in economy class	Up to 23kgs/50lb	\$190 CAD

## Excess Value Declaration Charge

1. The passenger may declare a value in excess of the applicable liability limits for the checked baggage by completing a special declaration of interest and paying any excess value charges to the carrier prior to departure at the point of check-in at the rate of 20% of the value declared from \$2230 CAD and \$4300 CAD of excess valuation, rate of 30% of the value declared from \$4301 CAD and \$7180 CAD of excess valuation to a maximum of \$7180 CAD of excess valuation.

## Items Unacceptable as Baggage

1. The following items are unacceptable as baggage and will not be transported by the carrier:
  - a) Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
  - b) Items which are likely to endanger the aircraft or persons or property on-board the aircraft. These unacceptable items are specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations.
  - c) Items, which in the carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.
  - d) Live animals except as provided in Rule 75, Acceptance of animals (pets and search and rescue dogs).

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- e) Firearms and ammunition other than for hunting or sporting purposes.
2. Firearms and ammunition for hunting and sporting purposes will be accepted as checked baggage provided the firearms are not loaded, the safety catch is in the "on" position and the firearms are suitably packed. The carriage of ammunition is subject to the ICAO and IATA regulations mentioned in (1)(b) above.
3. Weapons such as antique firearms, swords, knives and other similar items may be accepted as checked baggage at the carrier's discretion, provided they are suitably packed.
4. Fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents are unacceptable for transportation as checked baggage and will only be transported as carry-on baggage if retained in the passenger's possession.

#### Right to Refuse Carriage of Baggage

1. The carrier will refuse to carry as checked baggage any bag that the carrier has discovered to contain any unacceptable item mentioned in (G) above and when the passenger fails to provide the carrier with prior notice that they wish to carry such an item in their baggage.
2. Unless advance arrangements have been made with the carrier, the carrier may carry on later flights baggage which is in excess of the free baggage allowance.
3. The carrier will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.

#### Right of Search

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

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**RULE 56: ACCEPTANCE OF MUSICAL INSTRUMENTS AS BAGGAGE****A. Applicability**

1. This Rule applies to all passengers travelling with musical instruments irrespective of the type of fare on which they are travelling or have purchased.
2. In case of damage, loss or delay of musical instruments, the limits of liability for baggage as found in Rule 120, Liability – domestic transportation and Rule 121, Liability – international transportation in keeping with the applicable Convention will apply.

**Small Musical Instruments as Carry-On Baggage**

1. 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 55, Baggage acceptance, if:
  - a) 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,
  - b) there is space for such stowage at the time the passenger boards the aircraft.

**Musical Instruments as Checked Baggage**

1. The carrier will permit a passenger to transport as checked baggage a musical instrument that cannot be carried in the aircraft cabin if;
  - a) the instrument can be stowed safely and securely in accordance with the carrier's requirements; and
  - b) the passenger has paid the applicable checked baggage fee.
2. A passenger has the option of checking suitable musical instruments if all applicable fees are paid.
3. Musical instruments carried as checked baggage will be carried on the same aircraft as the passenger unless the baggage is delayed or the carrier decides that it is impractical to carry the baggage on the same aircraft. This will also include cases of

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substitution of aircraft. In case of baggage delay, the carrier will take necessary steps to inform the passenger of the status of the baggage and arrange to deliver the musical instrument to the passenger as soon as possible unless applicable laws require the presence of the passenger for customs clearance.

4. Delicate musical instruments are not suitable for carriage as checked baggage. Passengers should contact the carrier or review its Web site for more information about which musical instruments are not suitable for carriage.
5. The passenger may make a special declaration that their checked musical instrument 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 musical instrument.

#### Fees

1. Musical instruments will be considered as part of the passenger's baggage allowance, carriage of which may be dependent on the fare purchased.

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**PART III – AT THE AIRPORT/DURING TRAVEL****RULE 60: ACCEPTANCE OF CHILDREN FOR TRAVEL**

## A. General

1. Infants and children under 14 years of age, accompanied in the same cabin by a passenger 18 years of age or older, will be accepted for transportation.
2. Persons entrusted with the care of infants and children must be capable of discharging this duty.

**Infants**

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

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### Children

10. All children, two years of age or older, must be ticketed and assigned a seat.
11. All children, 14 years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an adult for fare purposes.

#### Acceptance of infants and children

#### For travel within Canada or between Canada and the United States

Age	Accepted	Conditions
8 days to 23 months (infant)	Yes	<p>Only one infant is permitted per adult passenger. The infant may travel free of charge when the infant is held on an accompanying adult's lap.</p> <p>An infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assessed the applicable fare.</p>
2 to 13 years old (child)	Yes	<p>These passengers are considered to be a child for the purpose of air travel and will pay the applicable child's fare if available, when accompanied by a ticketed passenger 18 years of age or older for the entire trip.</p> <p>These passengers must be either supervised by a passenger of 18 years or older or use the carrier's unaccompanied minor services, where applicable for children ages 5 and up who are travelling alone. (See Rule 65, Unaccompanied minors)</p> <p>The use of an approved child restraint device is optional for children age two and up.</p>

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14 years and older	Yes	<p>These passengers are considered to be adults for the purpose of air travel and will pay the applicable adult fare.</p> <p>These passengers are eligible to travel unaccompanied and unsupervised. Furthermore, they may accompany infants/children 8 days to 13 years old.</p>
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#### For international transportation to and from Canada

Age	Accepted	Conditions
8 days to 23 months (infant)	Yes	<p>Fares for infants will be 0 per cent of the applicable adult fare. An infant must be held on the lap by an accompanying adult passenger.</p> <p>If it is desired that the infant secure a seat, a ticket must be purchased for that infant at the applicable fare. An infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assessed the applicable fare.</p>
2 to 13 years old (child)	Yes	<p>These passengers are considered to be a child for the purpose of air travel and will pay the applicable child's fare if available, when accompanied by a ticketed adult passenger.</p> <p>These passengers must be either supervised by a passenger of 18 years or older or use the carrier's unaccompanied minor services, for children ages 5 and up who are travelling alone. (See Rule 65, Unaccompanied minors)</p> <p>The use of an approved child restraint device is optional for children age two and up.</p>
14 years and older	Yes	<p>These passengers are considered to be adults for the purpose of air travel and will pay the applicable adult fare.</p> <p>These passengers will be eligible to travel unaccompanied and unsupervised. Furthermore, these passengers may accompany infants/children 8 days to 13 years old.</p>

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## Documentation

All children who are passengers, whether traveling accompanied by a parent, guardian, or tutor or unaccompanied, must be in possession of the required documentation which is applicable to the points which they will be flying to, from and between.

1. For travel within Canada, passengers under 18 years of age must carry identification such as a passport, an original birth certificate or a non-government ID, e.g. student card.
2. For travel between Canada and the United States, passengers under 18 years of age require a valid passport or a Nexus card.
3. For all international transportation, in addition to the above, the carrier may require presentation of the following documents when children are travelling by air:
  - a) Passport;
  - b) Documents establishing legal custody;
  - c) Consent letter authorizing travel (e.g. when child is taking a trip alone or with only one parent);
  - d) Supporting identification, such as a birth certificate or citizenship card;
  - e) Other legal documents, such as divorce papers, custody court orders or a death certificate (if one parent is deceased);
  - f) Any other documentation required for entry into or travel via the countries on their itinerary. Passengers should verify with the nearest embassy or consulate of each country to be visited about additional entry requirements and check for other laws and regulations affecting children.

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**RULE 65: UNACCOMPANIED MINORS**

## A. General

1. For purposes of this Rule, "guardian" is any person having responsibility over the welfare of a "minor".
2. The carrier offers a supervision service called the unaccompanied minor service (UM service) for all minors who have achieved the minimum age of 5 years. This service is either mandatory or optional, depending upon the age of the minor.

## Age Restrictions

1. Minors less than 5 years of age are not eligible to use the UM service, and must always be accompanied by their parent or a person who is at least 18 years old when travelling.
2. Minors aged between 5 and 13 years of age may only travel unaccompanied if they are using the UM service, outlined below.
3. Minors from age 14 up to a maximum of 16 years of age can also use the UM service at the request of their parent/guardian. Please note, however, that if a guardian requests the UM service for a minor between these ages, all travel restrictions applicable to the UM service will apply.

## Travel Restrictions

1. The UM service is available on:
  - a) non-stop flights;
  - b) direct flights (a direct flight makes a stop but there is no change of aircraft);

## Fares and Charges

1. Unaccompanied minors travelling on the UM service provided by the carrier will be subject to the applicable adult fare.
2. A charge of \$150 CAD per minor, in each direction, will be applied for using the UM service.

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### Conditions Of Application for Unaccompanied Travel

1. Arrangements and registration for the UM service must be made at least 48 hours prior to departure with the carrier.
2. The minor must be brought to the airport of departure by a parent/guardian who remains with the minor until the carrier starts providing supervision. The parent/guardian will complete all the required documents which include providing the carrier with satisfactory evidence that the minor will be met by another parent/guardian or other responsible person.
3. The parent/guardian or other responsible person who will be meeting the unaccompanied minor at the destination airport must have photo identification which will allow the carrier personnel to identify this person as the appropriate person designated to meet the minor.
4. The parent/guardian will be required to remain at the airport of departure until 30 minutes after take-off in order to remain available in case of a flight cancellation.
5. The parent/guardian must provide the carrier with the name and phone number of a person who can be contacted in case of emergency during the time the minor is in the carrier's care.
6. Unaccompanied minors aged 5 through 16 years old will not be accepted if the flight on which the minor holds a reservation is expected to terminate short of, or bypass the minor's destination.
7. Once the minor is under the carrier's care, the minor will be provided supervision by the carrier until they are met at destination by a parent/guardian or other responsible person who can confirm to carrier personnel by means of photo identification that they are the person(s) designated to meet the minor.
8. Confirmed reservations must be booked for unaccompanied minors. Standby travel is not permitted.
9. A minor with a medical condition or a minor with a disability may not be accepted for travel unaccompanied. Medical information and/or documents (for example, a medical certificate) may be required for any UM service to be offered to a minor with a medical condition or a disability.

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**Note:** For provisions related to medical information and/or documents that are required by the carrier, refer to refer to Rules 70 (C) or 105.

**Carrier's Responsibility**

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

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**Rule 69: Carriage of Persons With Disabilities – Large Carrier ATPDR**

## A. Application

1. This rule applies to the transportation of persons with disabilities by Neos S.p.A., which is a Large Carrier ATPDR, on its international transportation services.
2. Pursuant to Rule 5(A)(1), Application of tariff, this rule applies to the transportation of all persons with disabilities on all flights marketed and operated by Neos S.p.A., and in respect to all flights marketed by Neos S.p.A. but operated by another carrier.

## Acceptance for Carriage

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

**See also:** Rule 105(B), Refusal to transport, removal of passenger and Rule 105(B)(1)(f)(iv), Refusal to transport, passenger's condition, medical clearance

## Reservations and Online Services

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1. If a person with a disability identifies the nature of their disability when making a reservation with a carrier, the carrier will:
  - a) discuss with the person their needs in relation to their disability and the services offered by the carrier in relation to those needs;
  - b) before assigning a passenger seat to a person with a disability, inform the person of the passenger seats that are available in the class of service that the person has requested and that have equipment and facilities that best meet the accessibility needs of that person, such as a wheelchair-accessible washroom or a passenger seat that has additional leg room, a larger seat pitch or movable armrests; and,
  - c) in assigning a passenger seat to a person with a disability, take into account the person's opinion with respect to which seats would best meet the accessibility needs of that person.
2. The carrier will advise the person if information and/or documents are required to permit the carrier to assess their request, as per (F)(3) below. The carrier will also advise the person that the information and/or documents must be filed within 48 hours and that the assessment of the request may take up to 2 business days after receipt of the information and/or documents.
3. As an alternative means to using its website to make or modify a reservation, the carrier will offer to a person with a disability the following means of communication:
  - a. E-mail address specified on the website

#### Written Confirmation of Services

1. The carrier will, without delay, indicate in the record of a person's travel reservation the services that the carrier will provide to the person.
2. The carrier will include a written confirmation of the services in the itinerary that is issued to the person.
3. If a service is confirmed only after the itinerary is issued, the carrier will, without delay, provide a written confirmation of the service.

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## Services for Which No Advance Notice Is Required

1. The services identified in (3) below will be provided at no additional fare or charge.
2. The carrier will not require a person with a disability to file information and/or documents, including medical certificates, to support any request for services identified in (3) below.

**Services – no advance notice**

3. Regardless of when a person with a disability makes the request for the following services, the carrier will:
  - a) Assist the person with checking in at the check-in counter;
  - b) Permit the person, if they are unable to use an automated self-service kiosk or other automated check-in or ticketing process, to advance to the front of the line at a check-in counter or ticket counter;
  - c) If the person is in a wheelchair, a boarding chair or any other device in which they are not independently mobile while waiting at a terminal for departure after check-in or in order to transfer to another segment of their trip, provide the person with a place to wait that is close to personnel who are available to provide assistance to the person and who will periodically inquire about the person's needs, and attend to those needs;
  - d) Assist the person in storing and retrieving their carry-on baggage;
  - e) In the case of a person who is blind or has any other visual impairment,
    - (i) describe to the person, before departure or, if impossible because of time constraints, after departure, the layout of the aircraft, including the location of washrooms and exits, and the location and operation of any operating controls at the person's passenger seat;
    - (ii) describe to the person, if a meal is offered on-board, all the food and beverages that are offered for consumption or provide a menu in large print or in Braille;

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- f) Assist the person in accessing any entertainment content that is offered on-board an aircraft;
- g) Before departure, provide the person with an individualized safety briefing and demonstration;
- h) Assist the person in moving between their passenger seat and a washroom, including by assisting them in transferring between their passenger seat and an on-board wheelchair;
- i) Permit a person to use the washroom that has the most amount of space, regardless of where the washroom is located in any part of the aircraft, if the person needs an on-board wheelchair or the assistance of a support person or service dog to use a washroom;
- j) If a meal is served on-board to the person, assist the person with the meal by opening packages, identifying food items and their location and cutting large food portions; and
- k) If a person is unable to use the call button to request assistance, periodically inquire about the person's needs.

#### Services For Which Advance Notice Is Required

1. The services identified in (3) below will be provided at no additional fare or charge. [Exception: in the case of (3)(b), the provision of additional adjacent seating in the case of international transportation, the carrier will require an additional fare to be paid when the person requires an additional adjacent seat.]

#### **Reasonable Effort**

2. In all instances, the carrier will make every reasonable effort to provide a service requested by a person with a disability even if the person does not comply with any requirement in this section, to provide advance notice or to provide information and/or documents to permit the carrier to assess the request.

#### **Services – 48 hours advance notice**

3. Subject to the carrier's requirement for a person with a disability to provide information and/or documents identified in (4) below, the carrier will provide the

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following services if requested by a person with a disability at least 48 hours prior to the scheduled time of departure of the person's flight:

- a) **Assign a passenger seat** to a person with a disability, taking into account the person's opinion with respect to which seats would best meet the accessibility needs of that person;
- b) Provide **additional adjacent seats**, meaning seats which are next to the seat of the person with a disability, in the following three situations:
  - (i) When the person with a disability must travel with a support person for transport if, because of the nature of their disability, the person with a disability, after departure and before arrival, needs:
    - (A) assistance with eating meals, taking medication, using the washroom;
    - (B) assistance with transferring to and from a passenger seat;
    - (C) assistance with orientation or communication; or
    - (D) physical assistance in the event of an emergency, including in the case of an evacuation or decompression;
  - (ii) When the size of a service dog belonging to a person with a disability is such that the person's seat does not provide sufficient floor space for the dog to lie down at the person's feet in a manner that ensures the safety and well-being of the dog and the person; or
  - (iii) When a person with a disability needs more than one seat because of the nature of their disability, for example, if they are a person who has a fused leg or who is disabled by severe obesity;
- c) Accept for transportation a **mobility aid and/or other assistive device**, as per section (G) below;
- d) Accept for transportation a **service dog**, as per section (H) below;

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- e) Assist the person in **proceeding to the boarding area** after check-in;
- f) Assist the person in **proceeding through any security screening** process at the terminal, including by
  - (i) providing personnel to assist the person through the process, or
  - (ii) collaborating with the relevant security authority to permit a person who is not travelling with the person with a disability to have access to the security screening checkpoint so that they may assist the person with a disability to proceed through the process;
- g) Before boarding, transfer the person between the person's own mobility aid and a mobility aid provided by the carrier;
- h) Permit the person to board in advance of other passengers if:
  - (i) the person requests assistance with boarding, locating their passenger seat or cabin, transferring between a mobility aid and their passenger seat or storing carry-on baggage;
  - (ii) in the case where the person is blind or has any other visual impairment, the person requests a description of the layout of the aircraft, or of the location and operation of operating controls at the person's passenger seat; or,
  - (iii) in the case where the person is disabled due to a severe allergy, the person requests to clean their passenger seat to remove any potential allergens;
- i) Assist the person in boarding and disembarking;
- j) Before departure and on arrival at the destination, transfer the person between a mobility aid and the person's passenger seat;
- k) Provide the person with an on-board wheelchair;
- l) Provide the person with a **personal electronic device** where the aircraft's entertainment system does not offer closed captioning and audio descriptions;

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- m) Establish a **buffer zone** around the passenger seat of a person who has a disability due to a severe allergy by providing the person with a passenger seat that is in a bank of seats other than the bank of seats in which the source of the allergen is located;
- n) Ensure that any **public announcement** that is made on-board is made in an audio format or a visual format that is accessible to a person with a disability;
- o) Assist the person in **proceeding through border clearance** (immigration and customs);
- p) Assist the person in **retrieving their checked baggage**;
- q) Assist the person, after disembarkation, in **proceeding to the general public area**;
- r) Assist the person, after disembarkation, in **proceeding to a location** where the person may receive assistance either
  - (i) from a member of the terminal operator's personnel to proceed to the curbside zone, or
  - (ii) from a member of the receiving carrier's personnel to transfer to another segment of their trip within the same airport; and

**Note to carrier:** Carrier should identify any other services it provides to persons with disabilities and for which it requires advance notice. This cannot include any of the services identified in (E)(3)(a)-(k) above.

**Services – information and/or documents required to be filed with the carrier**

- 4. The carrier will require the person to file any information and/or documents, including a medical certificate, that are reasonably necessary to permit the carrier to assess the person's request for the following services:
  - a) If Neos S.p.A. deems it necessary, it may request medical clearance directly from the passenger or his/her doctor in the following situations:

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- a. Passengers suffering from infectious diseases that could pose a risk to the flight safety (including diversions and emergency landings)
  - b. Passengers requiring the transport of oxygen concentrators (POC) onboard
  - c. Passengers in need of medical assistance or equipment (e.g., passenger showing obvious respiratory difficulties), as their health condition could worsen during or due to the flight.
  - d. Similarly, for certain types of assistance, the carrier may request the presence of an accompanying person.
5. Notwithstanding (4) above, the carrier retains the right to require information and/or documents to assess any other requests for services to be provided to, as well as to substantiate the fitness to travel of persons with disabilities, with the exception of those services identified in (E)(3) above.
6. Where the carrier requires the person to file information and/or documents for a request for services identified in (4) above, they must be filed with the carrier at least 48 hours, including one full business day, prior to the scheduled time of departure of the person's flight to ensure that the carrier has sufficient time to assess the request.
7. The carrier may not provide the services identified in (3) and (4) above if the carrier has required the person to file information and/or documents and:
- a) any of the conditions referred to in (5) or (6) above are not met or the information and/or documents provided are not reasonably sufficient to permit the carrier to assess the request,
  - b) the request has not been made 96 hours in advance of travel, and
  - c) the carrier has made every reasonable effort to provide the service but cannot do so.
8. If, on the request of the carrier, a person with a disability provides the carrier with information and/or documents in relation to a request for service, the carrier will

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offer to retain an electronic copy of the information and/or documents for a period of at least three years for the purpose of permitting the carrier to use the information and/or documents if the person makes another request for a service.

#### Acceptance of Mobility Aids and Other Assistive Devices

##### **Mobility aids**

1. The carrier will, on request, carry, free of charge and as priority baggage, a person with a disability's mobility aid, and will permit the person to retain their mobility aid until it becomes necessary to store it for carriage.
2. The carrier will make every reasonable effort to permit a person with a disability who uses a walker or manual folding wheelchair to store it on-board the aircraft.
3. Where the aircraft can transport the mobility aid, the carrier will:
  - a) disassemble and package, where necessary, the aid for transportation and unpackage and reassemble the aid upon arrival; and
  - b) return the aid promptly upon arrival.
4. Where the mobility aid needs to be disassembled and reassembled in order for it to be transported with the person who needs it, the carrier will require that the person:
  - a) provide the carrier with instructions for the disassembly and reassembly of the mobility aid; and
  - b) check in 180 minutes before the scheduled time of departure or arrive at the boarding gate of their flight 60 minutes in advance to allow for the additional time needed to handle the mobility aid and prepare it for transport.
  - c) provide the carrier with specifications of electric mobility (e.g., battery type) aid for safe handling and transportation
  - d) Provide the carrier with dimensions and weight of mobility aid
5. Notwithstanding (4) above, the carrier will make every reasonable effort to transport the mobility aid even if written instructions for disassembly and

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reassembly are not provided by the person with a disability or the aforementioned times are not met.

6. The carrier will refuse to transport a mobility aid where:
  - a) the weight or size of the mobility aid exceeds the capacity of lifts or ramps,
  - b) the doors to baggage compartments are too small for the mobility aid, or
  - c) transportation of the mobility aid would jeopardize aircraft airworthiness or violate safety regulations.
7. When the carrier refuses to transport a mobility aid for any of the reasons above, it will:
  - a) at the time of the refusal, tell the person with a disability why their mobility aid was not accepted and provide the reason in writing within the next 10 days; and
  - b) inform the person with a disability of alternative trips operated by the carrier to the same destination on which their mobility aid can be transported, and offer to book this for the person at the lesser of the fare for the original trip and the fare for the alternative trip.

#### **Other Assistive Devices**

8. The carrier will permit a person with a disability to bring on-board and to retain any small assistive device that the person needs during travel, including a cane, crutches, a communication device, an orthotic positioning device or a portable oxygen concentrator, except to the extent that the presence or use of such a device jeopardizes security, public health or public safety.

#### **Acceptance of Service Dogs**

1. The carrier will, on request, accept for transportation a service dog required to assist a person with a disability, and will permit the service dog to accompany the person on board subject to:
  - c) any advance notice requirements contained in (F)(3)

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- d) any time limits set out in (F)(6) and (7) where the carrier requires the filing of additional information and/or documents
- e) any requirements in (2) and (3) below
- f) task-trained assistance dogs may travel in the cabin free of charge.
- g) For connecting flights, check the regulations of the airline operating the individual flight. If you are traveling with multiple airline companies, Neos S.p.A. therefore advise the passenger to request confirmation from each company that the animal will be permitted on board.
- h) Regardless of breed or type, task-trained assistance dogs have been trained to assist people with motor disabilities, visual and hearing impairments, intellectual/relational disabilities or other disabilities of a psychiatric nature. A training certificate is required for the dog.
- i) This service must be requested when booking the flight or at a later stage by accessing the 'MY BOOKING' section, but no later than 48 hours before your flight's departure.
- j) Please note: dogs that offer emotional support are not considered task-trained assistance dogs and therefore their transportation is not provided free of charge onboard our flights. Their carriage may be possible at a charge according to the procedures for boarding dogs in the cabin or in the hold, depending on the weight and size of the animal. We also advise you to enquire in advance about entry conditions in other countries.
- k) To guarantee flight safety and comfort in the cabin, the dog must be trained to obey and behave appropriately in a public environment (e.g., does not bark, growl, or attack people or other animals). For small dogs, it is not mandatory that they travel in the appropriate pet carrier for the entire duration of the flight. If they travel without one, a leash and muzzle must be used (the latter if requested by the captain). The guide dog must remain in front of the owner's seat.
- l) On board the dog must:
  - a. Remain under the direct control of the passenger at all times.

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- b. Must not sit on a passenger seat and cannot be in an emergency exit row.
- m) In addition, the following provisions must be complied with while the animal is on board.
- a. The passenger must have a muzzle available to be used only if requested by the pilot in command (if the dog, during the flight, shows aggression). The transport of the animal is free of charge even if it must be loaded in the hold. The passenger is responsible for damages and additional costs resulting from the transport of the dog.
- n) Transport of a service dog accompanying a person with a disability will be free of charge (including both fees and fares). [Exception: in the case of (F)(3)(b)(ii), the provision of adjacent seating in the case of international transportation, the carrier will require an additional fare to be paid when the person requires an additional seat to accommodate the size of their service dog.]
2. The carrier will make every reasonable effort to accept a service dog for carriage if requested by a person with a disability even if the person does not provide advance notice or any information and/or documents that are requested by the carrier.
  3. The person is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through, in respect of the service dog. In particular, the person is responsible for obtaining valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit of any service dog that is to accompany the person.
  4. The carrier may refuse to transport a service dog 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.
  5. When travel involves more than one carrier, it is the responsibility of the person to verify the policy of each carrier involved in the itinerary and ensure that the

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requirements of each carrier have been met and that each carrier is aware of and has agreed to carry the service dog on its own aircraft.

#### Acceptance of Other Service Animals and Emotional Support Animals

1. Dogs and other pets that offer emotional support are not considered task-trained assistance dogs and therefore their transportation is not provided free of charge onboard our flights. Their carriage may be possible at a charge according to the procedures for boarding dogs in the cabin or in the hold, depending on the weight and size of the animal

#### Other Services for Persons with Disabilities

- a. Neos aircraft are all equipped with an aisle wheelchair that can be used to move the passenger from his/her seat to the toilet if required.  
Our crews cannot provide assistance in the following cases:
  - Use of toilets
  - Lifting or carrying a passenger when not for the purpose of aisle wheelchair use
  - Administration of meals and drinks
  - Administering or supervising the administration of medication/s.Our in-flight toilets are equipped with handrail support to facilitate its use by passengers with reduced mobility (only some central toilets on B787 aircraft)
- b. Transport on a stretcher is not allowed on Neos flights.
- c. Oxygen cylinders for medical use are not permitted on Neos flights. Note: Neos also does not provide this service.
- d. The transport of portable oxygen concentrators (POC) onboard Neos flights is subject to the conditions available on Neos website

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**RULE 75: ACCEPTANCE OF ANIMALS (PETS AND SEARCH AND RESCUE DOGS)**

## A. Application

1. The carrier will agree to carry animals subject to the following provisions:

## General

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

## Pets

1. The provisions in this section are not applicable to service dogs, other service animals, emotional support animals and search and rescue animals.
2. The carrier will accept for carriage animals as pets such as domestic dogs, cats, etc. as either checked or carry-on baggage, provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations.
3. Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by the carrier.
4. Animals As Checked Baggage:
  - a) The number of animals carried is limited by aircraft type.
  - b) Due to climatic conditions, animals will not be accepted during certain periods of the year. These black-out periods will be posted on the carrier's Web site or may be ascertained by contacting the carrier.

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- c) The maximum size for the container/kennel (length +width + height) must not exceed 100cmx85cmx75cm/ 39inx33in29in.
- d) If the container/kennel exceeds the maximum size mentioned in (c) above, the passenger must make arrangements with the carrier's cargo department.
- e) For domestic and international transportation, pursuant to the provision of the applicable convention, once an animal is accepted for carriage as checked baggage, the carrier is liable in the event of damages arising from loss, damage and delay of an animal as specified in Rule 120, Liability – Domestic Transportation and Rule 121, Liability – International Transportation.
- f) Charges: The charge for transportation of the animal, (other than a service animal or search and rescue animal) and container/kennel as checked baggage will be of \$300 CAD.

5. Pets in the Cabin:

- a) Only 1 animal(s) per passenger may be accepted for carriage in the passenger cabin.
- b) The number of animals carried in the passenger cabin is limited to 2 animals per flight.
- c) The maximum size permitted for the in-cabin animal container/kennel (length + width + height) must not exceed 48cmx35cmx29cm/18inx13inx11in.
- d) In determining the animals to be carried in the passenger cabin to remain under the limit per flight, priority will be given to service dogs, other service animals, and emotional support animals.
- e) The maximum allowable weight for both the animal and in-cabin pet container/kennel must not exceed 10 kg/22 lbs.
- f) The in-cabin container/kennel must be stored under the seat directly in front of the passenger.

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- g) The in-cabin animal and container/kennel may be carried as part of the passenger's unchecked (carry-on) baggage allowance according to the number and size dimensions set out in Rule 55, Baggage acceptance.
- h) The animal must remain in the container/kennel for the entire duration of the journey.
- i) If the container/kennel exceeds the maximum size and/or maximum weight mentioned in (c) and (d) above, passengers will require to tender the animal as checked baggage.
- j) The carrier may require a passenger with an in-cabin animal to change seats after boarding to accommodate other passengers. The carrier will reimburse seat selection fees or other additional charges related to class of service differences.
- k) **Charges:** The charge for transportation of an animal (except for Service Animals) and container/kennel in the passenger cabin will be of \$150 CAD.

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**RULE 80: ADMINISTRATIVE FORMALITIES – TRAVEL DOCUMENTS, CUSTOMS AND SECURITY****A. General**

1. The passenger is responsible for obtaining all required travel documents (passports, visas, tourist cards, health certificates, or other appropriate and necessary identification) including those of any children that are accompanied by the passenger.
2. The passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through and also for complying with the instructions of the carriers concerned.

**Travel Documents**

1. Prior to travel, the passenger must be prepared to submit for inspection to the carrier all travel documents required by the countries concerned.
2. The carrier will have the right to make and retain copies of the travel documents presented by the passenger.
3. As described in Rule 105, Refusal to transport, the carrier reserves the right to refuse transportation to any passenger who fails to present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries where travel is intended or whose travel documents do not appear to be in order.
4. Passengers are strongly encouraged to confirm any necessary legal requirements for entry into or travel via the countries on their itinerary prior to their flights and to have proof of their compliance with such regulations, including being in possession of the relevant travel documents, in advance of check-in.
5. The carrier will not provide passengers with information on the travel document requirements, including visa, passport, and health requirements, for entry into, exit from, or travel via the countries on their itinerary.

**Customs and Security Matters**

1. Customs and immigration officials of the various countries travelled to and via by the passenger and any animal being transported with the passenger, will have the

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final decision with respect to entry of passengers, or animals, and these decisions could be different than those of the carrier when it accepted the passenger or animal for transportation at the outset of their itinerary.

## **RULE 85: GROUND TRANSFER SERVICES**

### A. General

2. 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.
3. The carrier does not maintain, operate or provide ground transfer services between airports or between airports and city centres.
4. Any ground transfer service is performed by independent operators who are not and shall not be deemed to be, agents or servants of the carrier.

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**RULE 90: DELAY OR CANCELLATION – OUTSIDE THE CARRIER’S CONTROL****A. Applicability**

1. This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
2. This Rule applies in respect of a carrier when there is a delay or cancellation due to situations outside the carrier’s control. See Rule 90(C) for situations that are outside a carrier's control.

**General**

1. The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
2. Personalized documents, such as a ticket/itinerary issued by the carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the carrier and the passenger.
3. A delay or cancellation that is directly attributable to an earlier delay or cancellation that is due to situations outside the carrier’s control, is considered to also be due to situations outside that carrier’s control if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
4. The passenger who attempts to check-in after the carrier’s check-in deadline or presents themselves at the boarding area after the carrier’s boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 90 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.
5. For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability – international transportation, passenger delay)

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6. For domestic itineraries, irrespective of the treatment that may have been received, a passenger may invoke the provisions of Rule 120(B)(6), Liability – domestic transportation, passenger delay.
7. In the case of delay or cancellation at the airport, the carrier will give priority to assistance to any person with a disability and to unaccompanied minors.

#### Situations Outside the Carrier's Control

1. Situations outside the carrier's control, include, but are not limited to the following:
  - a) war or political instability;
  - b) illegal acts or sabotage;
  - c) meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
  - d) instructions from air traffic control;
  - e) a NOTAM, (Notice to Airmen), as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;
  - f) a security threat;
  - g) airport operation issues;
  - h) a medical emergency;
  - i) a collision with wildlife;
  - j) a labour disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider;
  - k) a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority; and
  - l) an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

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**Communication With Passengers — Delay or Cancellation Outside the Carrier's Control**

1. Carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

**Alternate Arrangements — Delay or Cancellation Outside the Carrier's Control**

1. In case of a delay of three hours or more, if the passenger desires, or a flight cancellation, the carrier will provide alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible:
  - a) a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 48 hours of the end of the event that caused the delay or cancellation of flight,
  - b) if the carrier cannot provide a confirmed reservation that complies with subparagraph (a) (above),
    - (i) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located, or another airport that is within a reasonable distance of that airport, to the destination that is indicated on the passenger's original ticket, and
    - (ii) if the new departure is from an airport other than the one at which the passenger is located, transportation to that other airport.

**Comparable services**

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

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**Higher Class of Service**

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

**Refunds**

When a flight is disrupted for reasons outside the carrier's control, the passenger may apply to the carrier for a refund.

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**RULE 91: DELAY OR CANCELLATION – WITHIN THE CARRIER’S CONTROL AND WITHIN THE CARRIER’S CONTROL BUT REQUIRED FOR SAFETY PURPOSES****A. Applicability**

1. This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
2. This Rule applies in respect of a carrier when there is delay or cancellation due to a situation that is within the carrier’s control and within the carrier's control but required for safety purposes. Rule 91(G) is applicable only if the delay or cancellation is within the carrier's control and is not required for safety purposes.

**General**

1. The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
2. Personalized documents, such as a ticket/itinerary issued by the carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the carrier and the passenger.
3. A delay or cancellation that is directly attributable to an earlier delay or cancellation that is within the carrier’s control but is required for safety purposes, is considered to also be within that carrier’s control but required for safety purposes, if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.
4. The passenger who attempts to check-in after the carrier’s check-in deadline or presents themselves at the boarding area after the carrier’s boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 91 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.
5. For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability – international transportation, passenger delay)

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6. For domestic itineraries, irrespective of the treatment that may have been received, a passenger may invoke provisions such as those that are set forth in Domestic Liability – Rule 120(C)(6), Liability – domestic transportation, passenger delay.

Communication With Passengers – Delay or Cancellation – Within the Carrier’s Control and Within the Carrier's Control But Required For Safety Purposes

1. The carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

Alternate Arrangements – Delay or Cancellation – Within the Carrier’s Control and Within the Carrier's Control But Required For Safety Purposes

1. In case of a delay of three hours or more, if the passenger desires, or a flight cancellation, the carrier will provide the following alternate travel arrangements free of charge to ensure that each passenger completes their itinerary as soon as feasible:
  - a) a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket and departs within 9 hours of the departure time that is indicated on that original ticket,
  - b) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket and departs within 48 hours of the departure time that is indicated on that original ticket if the carrier cannot provide a confirmed reservation that complies with subparagraph (a), or
  - c) if the carrier cannot provide a confirmed reservation that complies with subparagraph (a) or (b) (above),
    - (i) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from another airport that is within a reasonable distance of the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket and.
    - (ii) if the new departure is from an airport other than one at which the passenger is located, transportation to that other airport.

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#### Refund

2. If the alternate travel arrangements offered, in accordance with (1) above, do not accommodate the passenger's travel needs, the carrier will
  - a) in the case where the passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of the delay or cancellation, refund the ticket, pursuant to Rule 125(B), Involuntary refunds, and provide the passenger with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger's travel needs; and
  - b) in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 125(B), Involuntary refunds.

#### Comparable Services

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

#### Refund of Additional Services

4. The carrier will refund the cost of any additional services purchased by a passenger in connection with their original ticket if
  - a) the passenger did not receive those services on the alternate flight; or
  - b) the passenger paid for those services a second time.

#### Higher Class of Service

5. If the alternate travel arrangements referred to in (1) above provide for a higher class of service than the original ticket, the carrier will not request supplementary payment.

#### Lower Class of Service

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

#### Form of Refund

7. Refunds under this section will be made in conformity with Rule 125(B) Involuntary refunds and must be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

#### Standards Of Treatment – Delay or Cancellation – Within the Carrier’s Control and Within the Carrier's Control but Required For Safety Purposes

1. If the passenger has been informed of the delay or of the cancellation less than 12 hours before the departure time that is indicated on their original ticket and they have waited two hours after the departure time that is indicated on their original ticket, the carrier must provide the passenger with the following treatment free of charge:
  - a) food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the passenger; and
  - b) access to a means of communication.

#### Accommodations

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

#### Refusing or Limiting Treatment

3. The carrier may limit or refuse to provide a standard of treatment referred to in (1), and (2) above if providing that treatment would further delay the passenger.

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**Compensation – Delay or Cancellation – Within the Carrier’s Control and Not Required For Safety Purposes**

1. Compensation for inconvenience is only payable when the delay or cancellation is within the carrier's control and is not required for safety purposes.
2. If a passenger is informed 14 days or less before the departure time on their original ticket that the arrival of their flight at the destination that was indicated on their ticket will be delayed, the carrier will provide the minimum compensation for inconvenience as follows:
  - a) \$400 CAD, if the arrival of the passenger’s flight at the destination that is indicated on the original ticket is delayed by three hours or more, but less than six hours,
  - b) \$700 CAD, if the arrival of the passenger’s flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours, or
  - c) \$1,000 CAD, if the arrival of the passenger’s flight at the destination that is indicated on the original ticket is delayed by nine hours or more;

**Compensation in Case of Refund**

3. If the passenger’s ticket is refunded in accordance with (D)(2), the carrier will provide a minimum compensation of \$400.

**Deadline To File Request**

4. To receive the minimum compensation referred to in (2) or (3) above, a passenger must file a request for compensation with the carrier before the first anniversary of the day on which the flight delay or flight cancellation occurred.

**Deadline To Respond**

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

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**Compensation for Inconvenience**

6. If the carrier is required by this tariff to provide compensation to a passenger, the carrier will offer it in form of money (i.e., cash, cheque, or bank transfer). However, the compensation may be offered in another form (e.g. vouchers) if:
  - a) compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR;
  - b) the passenger has been informed in writing of the monetary value of the other form of compensation;
  - c) the other form of compensation does not expire; and
  - d) the passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

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**RULE 92: TARMAC DELAY****A. Applicability**

1. This Rule applies to all passengers experiencing a tarmac delay irrespective of the type of fare on which they are travelling or they have purchased.
2. For international itineraries, irrespective of the treatment that they may have received, a passenger may invoke the provisions of the Convention regarding liability in the case of passenger delay. (See Rule 121(B)(12), Liability – international transportation, passenger delay)
3. For domestic itineraries, irrespective of the treatment that they may have received, a passenger may invoke provisions such as those that are set out in Rule 120(C)(6), Liability – domestic transportation, passenger delay.

**General**

4. Passengers who experienced or are experiencing a tarmac delay may, depending on the circumstances, also find relief pursuant to:
  - a) Rule 90, Delay or cancellation - outside the carrier's control, or
  - b) Rule 91, Delay or cancellation - within the carrier's control and within the carrier's control but required for safety purposes.

**Urgent Medical Assistance**

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

**Tarmac Delay Obligations – Standards of Treatment**

6. If a flight is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the carrier will provide passengers with the following treatment, free of charge:

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

### **Communications and Information**

- 7. Once it becomes clear that the aircraft will experience a tarmac delay the carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

#### **Tarmac Delay (Over 3 Hours) Carrier Obligations at An Airport In Canada**

##### **Passenger disembarkation**

- 8. If a flight is delayed on the tarmac at an airport in Canada, the carrier will provide an opportunity for passengers to disembark:
  - a) three hours after the aircraft doors have been closed for take-off; and
  - b) three hours after the flight has landed, or at any earlier time if it is feasible.
- 9. Exception: Carrier is not required to provide an opportunity for passengers to disembark in accordance with (1) (above) if:
  - a) it is likely that take-off will occur less than three hours and 45 minutes after the doors of the aircraft are closed for take-off or after the flight has landed, and,
  - b) the carrier is able to continue to provide the standards of treatment referred to in (B) (above).

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10. If a passenger opts to disembark pursuant to Rule 92(C)(1) and the passenger fails to make themselves readily available for an immediate departure should that occur, the carrier:
  - a) cannot guarantee that the passenger can be re-accommodated on to the aircraft,
  - b) will treat the passenger, as appropriate, under the provisions of Rule 90, Delay or cancellation - outside the carrier's control or Rule 91, Delay or cancellation - within the carrier's control and within the carrier's control but required for safety purposes.

#### **Priority Disembarkation**

11. If the carrier allows disembarkation, it will, if it is feasible, give passengers with disabilities and their support person, service animal or emotional support animal, if any, the opportunity to leave the aircraft first.

#### **Exceptions**

12. Rule 92(C)(1) does not apply if providing an opportunity for passengers to disembark is not possible, including if it is not possible for reasons related to safety and security or to air traffic or customs control.

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**RULE 95: DENIAL OF BOARDING – OUTSIDE THE CARRIER’S CONTROL****A. Applicability**

1. This Rule applies to all passengers irrespective of the type of fare on which they are travelling or they have purchased.
2. This Rule applies in respect of a carrier when there is denial of boarding due to situations outside the carrier’s control. See Rule 95(C) for situations that are outside a carrier's control.
3. This Rule does not apply in the situation of a refusal to transport a passenger due to, for instance, health, safety or security reasons, or where the passenger has failed to follow carrier rules or instructions, has inappropriate travel documents or has failed to respect check-in time limits. To see the carrier's policies in this respect, refer to Rule 105, Refusal to transport.

**General**

1. The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
2. Personalized documents, such as a ticket/itinerary issued by the carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the carrier and the passenger.
3. The passenger holding a confirmed ticketed reservation must present themselves for carriage in accordance with this tariff having complied fully with the carrier’s applicable reservation, ticketing, check-in and boarding requirements within the time limits as set out in Rule 40.
4. The passenger who attempts to check-in after the carrier’s check-in deadline or presents themselves at the boarding area after the carrier’s boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 95 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.
5. A denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside the carrier’s control, is considered to also be due to

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situations outside that carrier's control if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

#### Situations Outside the Carrier's Control

1. Situations outside the carrier's control, include, but are not limited to the following:
  - a) war or political instability;
  - b) illegal acts or sabotage;
  - c) meteorological conditions or natural disasters that make the safe operation of the aircraft impossible;
  - d) instructions from air traffic control;
  - e) a NOTAM, (Notice to Airmen) as defined in subsection 101.01(1) of the *Canadian Aviation Regulations*;
  - f) a security threat;
  - g) airport operation issues;
  - h) a medical emergency;
  - i) a collision with wildlife;
  - j) a labour disruption within the carrier or within at an essential service provider such as an airport or an air navigation service provider;
  - k) a manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned, or by a competent authority; and
  - l) an order or instruction from an official of a state or a law enforcement agency or from a person responsible for airport security.

#### Communication With Passengers – Denial of Boarding – Outside The Carrier's Control

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1. Carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

#### Alternate Arrangements – Denial of Boarding Outside the Carrier’s Control

1. If there is denial of boarding due to situations outside the carrier’s control, the carrier will provide alternate travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible:
  - a) a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket and departs within 48 hours of the end of the event that caused the denial of boarding,
  - b) if the carrier cannot provide a confirmed reservation that complies with subparagraph (a) (above),
    - (i) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located, or another airport that is within a reasonable distance of that airport, to the destination that is indicated on the passenger’s original ticket, and
    - (ii) if the new departure is from an airport other than the one at which the passenger is located, transportation to that other airport.

#### Comparable services

2. To the extent possible, the alternate travel arrangement must provide services that are comparable to those of the original ticket.

#### Higher Class of Service

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

#### Refunds

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If there is a denial of boarding due to reasons beyond the carrier's control, the passenger may apply to the carrier for a refund

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**RULE 96: DENIAL OF BOARDING – WITHIN THE CARRIER’S CONTROL AND WITHIN THE CARRIER’S CONTROL BUT REQUIRED FOR SAFETY PURPOSES****A. Applicability**

1. This Rule applies to all passengers irrespective of the type of fare on which they are travelling or have purchased.
2. This Rule applies in respect of a carrier when there is a denial of boarding due to a situation that is within the carrier’s control and within the carrier's control but required for safety. (G) is only applicable if the denial of boarding is within the carrier's control and is not required for safety purposes.
3. This Rule does not apply in the situation of a refusal to transport a passenger due to, for instance, health, safety or security reasons, or where the passenger has failed to follow carrier rules or instructions, has inappropriate travel documents or has failed to respect check-in time limits or gate cut-off times. See Rule 105, Refusal to transport for the carrier's policies in this respect.

**General**

1. The carrier will make all reasonable efforts to transport the passenger and their baggage at the times indicated in its timetable and according to schedule; however, flight times are not guaranteed.
2. Personalized documents, such as a ticket/itinerary issued by the carrier for the passenger, which are consistent with the reservation held by the passenger form part of the contract of carriage between the carrier and the passenger.
3. The passenger holding a confirmed ticketed reservation must present themselves for carriage in accordance with this tariff having complied fully with the carrier’s applicable reservation, ticketing, check-in and boarding requirements within the time limits set out in Rule 40.
4. A denial of boarding that is directly attributable to an earlier delay or cancellation that is within that carrier’s control but is required for safety purposes, is considered to also be within that carrier’s control but required for safety purposes if that carrier took all reasonable measures to mitigate the impact of the earlier flight delay or cancellation.

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5. The passenger who attempts to check-in after the carrier's check-in deadline or presents themselves at the boarding area after the carrier's boarding time deadline as specified under Rule 40(E), Check-in time limits, will not receive consideration per Rule 96 and will have their reservations cancelled as specified under Rule 105, Refusal to transport.

**Denial Of Boarding – Within the Carrier's Control and Within The Carrier's Control But Required For Safety Purposes – Request For Volunteers**

1. In cases of denial of boarding within the carrier's control and within the carrier's control but required for safety purposes, the carrier will not deny boarding to a passenger unless it has asked all passengers if they are willing to give up their seat. As such, the carrier will make an announcement and ask for volunteers to relinquish their seats from among the confirmed passengers. At the same time, the carrier will announce what type of benefits passengers will be entitled to should they voluntarily relinquish their seat.
2. Attempts to find volunteers may take place at the check-in or boarding areas. The carrier may also seek volunteers before the passenger arrives at the airport. The carrier will continue to make this request of passengers until it obtains enough volunteers to prevent a denial of boarding or until it determines that it does not, despite its best efforts, have enough volunteers.
3. If the carrier offers a benefit in exchange for a passenger willingly relinquishing their seat in accordance with (1) (above) and a passenger accepts the offer, or if they negotiate a benefit acceptable to both parties, the carrier will provide the passenger with a written confirmation of that benefit before the flight departs.

A passenger who willingly relinquishes their seat is not considered to be a passenger who has been subject to a denial of boarding by the carrier and as such, is not entitled to compensation pursuant to (G).

**Passenger On Aircraft**

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

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**Priority For Boarding**

5. If denial of boarding is necessary, the carrier will give priority for boarding to passengers in the following order:
  - a) an unaccompanied minor;
  - b) a person with a disability and their support person, service dog or other service animal, if any;
  - c) a passenger who is travelling with family members;
  - d) a passenger who was previously denied boarding on the same ticket;
  - e) all other passengers with confirmed and ticketed reservations in the order in which they presented themselves for check-in.

**Communication With Passengers – Denial of Boarding – Within the Carrier’s Control and Within The Carrier's Control But Required For Safety Purposes**

1. Carrier will communicate with passengers in accordance with the provisions of Rule 97, Communication of information – cancellation, delay, tarmac delay or denial of boarding.

**Alternate Arrangements – Denial of Boarding – Within the Carrier’s Control and Within The Carrier's Control But Required For Safety Purposes**

1. In the case where there is a denial of boarding for situations within the carrier’s control or within the carrier's control but required for safety purposes, the carrier will provide the following alternate travel arrangements free of charge to ensure that the passenger completes their itinerary as soon as feasible:
  - a) a confirmed reservation for the next available flight that is operated by the original carrier, or a carrier with which the original carrier has a commercial agreement, is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket and departs within 9 hours of the departure time that is indicated on that original ticket,
  - b) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger’s original ticket and departs within

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48 hours of the departure time that is indicated on that original ticket if the carrier cannot provide a confirmed reservation that complies with subparagraph (a), or

- c) if the carrier cannot provide a confirmed reservation that complies with subparagraph (a) or (b) (above),
  - (i) a confirmed reservation for a flight that is operated by any carrier and is travelling on any reasonable air route from another airport that is within a reasonable distance of the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and
  - (ii) if the new departure is from an airport other than one at which the passenger is located, transportation to that other airport.

### **Refund**

1. If the alternate travel arrangements offered in accordance with (F)(1) do not accommodate the passenger's travel needs, the carrier will
  - a) in the case where the passenger is no longer at the point of origin that is indicated on the ticket and the travel no longer serves a purpose because of denied boarding, refund the ticket, pursuant to Rule 125(B), Involuntary Refunds, and provide the passenger with a confirmed reservation that is for a flight to that point of origin which accommodates the passenger's travel needs; and
  - b) in any other case, refund the unused portion of the ticket. The amount of the refund will be calculated pursuant to Rule 125(B), Involuntary refunds.

### **Comparable services**

2. To the extent possible, the alternate travel arrangement must provide services comparable to those of the original ticket.

### **Refund of Additional Services**

3. The carrier will refund the cost of any additional services purchased by a passenger in connection with their original ticket if
  - a) the passenger did not receive those services on the alternate flight; or

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- b) the passenger paid for those services a second time.

#### **Higher Class of Service**

4. If the alternate travel arrangements referred to in (1) above provide for a higher class of service than the original ticket, the carrier will not request supplementary payment.

#### **Lower Class of Service**

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

#### **Form of Refund**

6. Refunds under this section will be made in conformity with Rule 125(B), Involuntary refunds and must be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

#### **Standards Of Treatment – Denial of Boarding – Within the Carrier’s Control And Within The Carrier's Control But Required For Safety Purposes**

1. Before a passenger boards the flight reserved as an alternate travel arrangement per (E)(1), the carrier will provide them with the following treatment free of charge:
- a) food and drink in reasonable quantities, taking into account the length of the wait, the time of day and the location of the passenger; and
- b) access to a means of communication.

#### **Accommodations**

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

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**Refusing or Limiting Treatment**

3. The carrier may limit or refuse to provide a standard of treatment referred to (1) and (2) above, if providing that treatment would further delay the passenger.

**Compensation – Denial of Boarding – Within The Carrier’s Control And Not Required For Safety Purposes**

1. Compensation is only payable when the denial of boarding is within the carrier's control and is not required for safety purposes.

**Compensation For Denial Of Boarding**

2. If a denial of boarding that is within the carrier’s control occurs, the carrier will provide the following compensation for inconvenience to the affected passenger:
  - a) \$900 CAD, if the arrival time of the passenger's flight at the destination that is indicated on the original ticket is delayed by less than six hours;
  - b) \$1,800 CAD, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by six hours or more, but less than nine hours; and
  - c) \$2,400 CAD, if the arrival of the passenger's flight at the destination that is indicated on the original ticket is delayed by nine hours or more.

**Payment**

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

**Estimated Arrival Time**

4. If the compensation is paid before the arrival of the flight reserved as part of alternate travel arrangements made pursuant to (E)(1) above, at the destination that is indicated on their ticket, that compensation will be based on the flight's expected arrival time.

**Written Confirmation**

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5. If it is not possible to provide the compensation before the boarding time of the flight reserved as part of alternate travel arrangements made pursuant to (E)(1) above, the carrier will provide the passenger with a written confirmation of the amount of the compensation that is owed.

#### **Adjustment**

6. If the arrival of the passenger's flight at the destination that is indicated on their original ticket is after the time it was expected to arrive when the compensation was paid or confirmed in writing and the amount that was paid or confirmed no longer reflects the amount due in accordance with (2), the carrier will adjust the amount of the compensation.

#### **Compensation For Inconvenience**

7. If the carrier is required by (2) above to provide compensation for a denial of boarding to a passenger, the carrier will offer it in form of money (i.e. cash, cheque, or bank transfer). However, the compensation may be offered in another form (e.g. vouchers) if:
  - a) compensation in the other form has a greater monetary value than the minimum monetary value of the compensation that is required under the APPR.
  - b) the passenger has been informed in writing of the monetary value of the other form of compensation;
  - c) the other form compensation does not expire; and
  - d) the passenger confirms in writing that they have been informed of their right to receive monetary compensation and have chosen the other form of compensation.

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**RULE 97 – COMMUNICATION OF INFORMATION – CANCELLATION, DELAY, TARMAC DELAY, OR DENIAL OF BOARDING**

## A. General

1. In cases where one of the following applies:
  - a) Rule 90, Delay or cancellation – outside the carrier's control,
  - b) Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes,
  - c) Rule 92, Tarmac delay,
  - d) Rule 95, Denial of boarding – outside the carrier's control, or
  - e) Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes,

pursuant to the provisions of the APPR, the carrier will provide the following information to the affected passengers:

- (i) the reason for the delay, cancellation, or denial of boarding;
  - (ii) the compensation to which the passenger may be entitled for the inconvenience;
  - (iii) the standard of treatment for passengers, if any; and
  - (iv) the recourse available against the carrier, including their recourse to the Agency.
2. In the case of a delay, the carrier will communicate status updates every 30 minutes until a new departure time for the flight is set or alternate travel arrangements have been made for the affected passenger.
3. The carrier will communicate new information to passengers as soon as feasible.

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4. The information of paragraph (1) above will be provided by means of audible announcements. Visible announcements will be provided upon request.
5. The information of paragraph (1) above will also be provided to the passenger using the available communication method that the passenger has indicated that they prefer, including a method that is compatible with adaptive technologies intended to assist persons with disabilities.

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## **RULE 105: REFUSAL TO TRANSPORT**

### **Definitions**

1. For the purposes of Rule 105:

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

#### **A. Applicability**

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

#### **Refusal To Transport – Removal of Passenger**

1. The carrier will refuse to transport, or will remove any passenger at any point, for any of the following reasons:
  - a) Government requests and regulations and force majeure

Whenever it is necessary or advisable to:

- (i) comply with any government regulation;
- (ii) comply with any government request for emergency transportation; or,
- (iii) address force majeure.

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## b) Search Of Passenger and Property

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

## c) Proof of Identity/Age

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

## d) Immigration or Other Similar Considerations

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

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

## e) Failure To Comply with Carrier's Rules And Regulations

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

## f) Passenger's Condition

- (i) When the passenger's actions or inactions prove to the carrier that their mental, intellectual or physical condition is such as to render them incapable of caring for themselves without assistance or medical treatment en route unless:

- (A) the passenger is accompanied by a support person who will be responsible for assisting with the passenger's needs en route such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier; and,

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- (B) the passenger complies with requirements of Rule 69(B), Acceptance for carriage; Rule 70(B), Acceptance for carriage; or Rule 71(B), Acceptance for carriage.

**Exception:** The carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance, except where accepting the person could jeopardize security, public health or public safety as per Rule 69(B), Acceptance for carriage; Rule 70(B), Acceptance for carriage; or Rule 71(B), Acceptance for carriage.

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

- (ii) When the passenger has a contagious disease.
- (iii) When the passenger has an offensive odour.

#### **Medical clearance**

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

**Note:** Pregnant passengers:

- (A) An expectant mother with a complication-free pregnancy can travel on the carrier's flights up to the 28th week of pregnancy or up to four weeks before the expected due date without a medical certificate.

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(B) An expectant mother with a complication-free pregnancy can travel on the carrier's flights from the 28th week to 34th week of pregnancy before the expected due date with a medical certificate

g) Failure To Provide a Suitable Escort

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

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

- (i) Medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.
- (ii) Only 5 escorted passenger(s) will be permitted on a flight.
- (iii) Request for carriage is made at least 48 hours before scheduled departure.
- (iv) Acceptance is applicable to transportation on flights marketed and operated by Neos S.p.A. only.
- (v) The escort must accompany the escorted passenger at all times.
- (vi) Passenger in custody of law enforcement personnel or other responsible authority must be manacled.

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## Passenger's Conduct – Refusal to Transport – Prohibited Conduct And Sanctions

### 1. Prohibited Conduct

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

- a) The person, in the reasonable judgement of a responsible employee of the carrier, is under the influence of alcohol or drugs (except a patient under medical care).
- b) The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the reasonable judgement of a responsible employee of the carrier, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other passengers or carrier's employees, interfere with a crew member in the performance of their duties, or otherwise jeopardize safe and adequate flight operations.
- c) The person's conduct involves any hazard or risk to their self or other persons (including travel involving pregnant passengers or unborn children) or to property.
- d) The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
- e) The person is unable or unwilling to sit in their assigned seat with the seat belt fastened.
- f) The person smokes or attempts to smoke in the aircraft.
- g) The person uses or continues to use a cellular phone, a laptop computer or another electronic device on-board the aircraft after being advised to stop such use by a member of the crew.
- h) The person is barefoot.

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- i) The person is inappropriately dressed.
- j) The person has a prohibited article or concealed or unconcealed weapon(s). However, the carrier will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under government regulations.
- k) The person has resisted or may reasonably be believed to be capable of resisting escorts.

## 2. Carrier Response to Prohibited Conduct

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

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

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- (ii) The person injures a crew member or other passenger or subjects a crew member or other passenger to a credible threat of injury.
- (iii) The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
- (iv) The person repeats a prohibited conduct after receiving a notice of probation as mentioned in (b) above.

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

#### Recourse of the Passenger/Limitation of Liability

1. In case of refusal to transport a passenger on a specific flight or removal of a passenger en route for any reason specified in the foregoing paragraphs, the carrier shall refund the unused ticket if refusal to transport was due to force majeure; no refund shall be granted if refusal to transport was due to passenger's responsibility.
2. Notwithstanding (1) above, passengers will be entitled to all other additional rights they may have under this tariff or elsewhere or any legal rights that international passengers may have pursuant to international conventions (e.g., the [Warsaw Convention](#) or the [Montreal Convention](#)) and related treaties.
3. A person who is refused carriage for a period of time or to whom a probation notice is served may provide to the carrier, in writing, the reasons why they believe they no longer pose a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.
4. The carrier will respond to the passenger within a reasonable period of time providing carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

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**RULE 115: TICKETS**

## A. General

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

## Validity for Carriage

1. **General:** When validated, the ticket is good for carriage from the airport of departure to the airport of ultimate destination via the route shown on the ticket, for the applicable class of service and is valid for the period of time referred to in (2) below. The passenger will be accepted for carriage on the date and flight segments for which a seat has been reserved. The carrier's agreement to accept a reservation request is subject to the availability of space. The place and date of issue are then indicated on the ticket.
2. **Period of Validity:** Generally, the period of validity for transportation will be one year from the date on which transportation commences at the point of origin designated on the original ticket, or, if no portion of the ticket is used, one year from the date of issuance of the original ticket. However, certain fares may have different periods of validity. If this is the case, the specific rules associated with the fare will take precedence.

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

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**PART IV – AFTER TRAVEL****RULE 120: LIABILITY OF THE CARRIER FOR LOSS, DAMAGE TO OR DELAY OF BAGGAGE, PASSENGER DELAY OR DEATH OR BODILY INJURY – DOMESTIC TRANSPORTATION**

## A. Successive Carriers

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

## Laws and Provisions Applicable

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

1. 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 (approximately \$2,350CAD) for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked.
  - b) (b) Unless the passenger proves otherwise, unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
  - 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.
  - d) In the case of unchecked baggage, the carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
  - e) 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

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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 same terms, limitations and defences as those that are set forth in the Montreal Convention in the context of International transportation.

- f) Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid. See (3) and (4) below.
- g) The carrier reserves all defences and limitations available in the context of international transportation under the Montreal Convention, including, but not limited to, the defence of Article 19 of the Montreal Convention, and the exoneration defence of Article 20 of the Montreal Convention. The limits of liability shall not apply in cases described in Article 22(5) of the Montreal Convention.

#### **Refund of Baggage Fees**

- 2. Carrier will refund to the passenger any fees paid for the transportation of the baggage that was delayed, damaged or lost.

#### **Mobility Aids**

- 3. In the event that a mobility aid of a person travelling with the aid is damaged, destroyed or lost, or is not made available to the person at their time of arrival at their destination, the carrier will without delay and at the carrier's own expense:
  - a) provide the person with a temporary replacement mobility aid that meets their needs in relation to their mobility and that they are permitted to use until their mobility aid is returned to them or is repaired or replaced or until they are reimbursed by the carrier for the loss of the mobility aid;
  - b) reimburse the person for any expenses they have incurred because the mobility aid was damaged, destroyed or lost or because it was not made available to them at the time of their arrival at their destination;

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- c) in the case of a damaged mobility aid, arrange for the repair of the mobility aid and promptly return it to the person or, in the case of a damaged mobility aid that cannot be adequately repaired,
- (i) replace the damaged mobility aid with the same model of mobility aid or, if the same model is not available, a model that has equivalent features and qualities as the damaged mobility aid and that meets the person's needs in relation to their mobility, or
  - (ii) reimburse the person for the full replacement cost of the mobility aid; and
- d) in the case of a destroyed mobility aid or a mobility aid that is not made available to the person at the time of their arrival at their destination and that is not returned to them within 96 hours after that arrival,
- (i) replace the destroyed or lost mobility aid with the same model of mobility aid or, if the same model is not available, a model that has equivalent features and qualities as the destroyed or lost mobility aid and that meets the person's needs in relation to their mobility, or
  - (ii) reimburse the person for the full replacement cost of the mobility aid.

#### **Liability In the Case Of Passenger Delay**

4. The carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:
- a) The carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
  - b) The liability of the Carrier for damage caused by delay is limited to 5,346 SDR per passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22 (5) of the Montreal Convention, whichever may apply.

#### **Liability In the Case Of Death Or Bodily Injury Of A Passenger**

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5. The carrier shall be liable for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:
  - a) The carrier shall not be able to exclude or limit its liability for damages not exceeding 128,821 SDR for each passenger.
  - b) The carrier shall not be liable for damages to the extent that they exceed 128,821 SDR for each passenger if the carrier proves that:
    - (i) Such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or
    - (ii) Such damage was solely due to the negligence or other wrongful act or omission of a third party.
  - c) The carrier reserves all other defences and limitations available to it recognized by a Court with proper jurisdiction over a claim.
  - d) With respect to third parties, the carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.
6. In cases of bodily injury or death, the carrier shall make an advance payment where the carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:
  - a) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 SDR, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the carrier in its sole discretion.
  - b) The carrier shall make the advance payment as an advance against the carrier's liability under this tariff. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.

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- c) The carrier, in making an advance payment to any claim, does not waive any rights, defences, or limitations available to it, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
- d) The carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of the carrier.
7. The carrier may recover an advance payment from any person where it is proven that the carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.
8. In no cases shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.

#### Time Limitations on Claims And Actions

1. Subject to applicable laws, an action for damages must be brought within two years 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.
2. A complaint to the carrier must be made in writing to the carrier within seven days from the date of receipt in the case of damage to baggage, and within 21 days from the date on which the baggage has been placed at the passenger's disposal, in the case of delay.
3. Claims may be subject to proof of amount of loss; passengers may be asked to substantiate their claims.

#### Notices

1. The carrier will provide each passenger on a domestic itinerary with the following written notice:

##### **Advice To Domestic Passengers On Carrier Liability**

With respect to damages related to baggage, on domestic flights, the APPR apply the same rules and liability limits as those of the Montreal Convention which may limit the liability of the carrier in respect of destruction or loss of, or damage to, baggage, and for delay of baggage.

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**RULE 121: LIABILITY OF THE CARRIER FOR LOSS, DAMAGE TO OR DELAY OF BAGGAGE, PASSENGER DELAY OR DEATH OR BODILY INJURY – INTERNATIONAL TRANSPORTATION**

**Applicable to international transportation to and from Canada and includes domestic segments of an international journey.**

**A. Successive carriers**

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

Laws and provisions applicable

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

1. 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 (approximately \$ 2,350 CAD) 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) Unless the passenger proves otherwise, unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
  - 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.

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**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.

- d) In the case of unchecked baggage, the carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
- e) 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 or defence recognized by a Court with proper jurisdiction over claim.
- f) 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) above. 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.

#### **Refund of baggage fees**

- 2. Carrier will refund to the passenger any fees paid for the transportation of the baggage that was delayed, damaged or lost.

#### **Mobility Aids**

- 3. In the event that a mobility aid of a person travelling with the aid is damaged, destroyed or lost, or is not made available to the person at their time of arrival at their destination, the carrier will without delay and at the carrier's own expense:
  - a) provide the person with a temporary replacement mobility aid that meets their needs in relation to their mobility and that they are permitted to use until their

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- mobility aid is returned to them or is repaired or replaced or until they are reimbursed by the carrier for the loss of the mobility aid;
- b) reimburse the person for any expenses they have incurred because the mobility aid was damaged, destroyed or lost or because it was not made available to them at the time of their arrival at their destination;
  - c) in the case of a damaged mobility aid, arrange for the repair of the mobility aid and promptly return it to the person or, in the case of a damaged mobility aid that cannot be adequately repaired,
    - (i) replace the damaged mobility aid with the same model of mobility aid or, if the same model is not available, a model that has equivalent features and qualities as the damaged mobility aid and that meets the person's needs in relation to their mobility, or
    - (ii) reimburse the person for the full replacement cost of the mobility aid; and
  - d) in the case of a destroyed mobility aid or a mobility aid that is not made available to the person at the time of their arrival at their destination and that is not returned to them within 96 hours after that arrival,
    - (i) replace the destroyed or lost mobility aid with the same model of mobility aid or, if the same model is not available, a model that has equivalent features and qualities as the destroyed or lost mobility aid and that meets the person's needs in relation to their mobility, or
    - (ii) reimburse the person for the full replacement cost of the mobility aid.
4. If a person with a disability who uses a mobility aid makes a reservation for transportation on an international service, the air carrier will advise the person of the option to make a special declaration of interest, under Article 22(2) of the Montreal Convention or under Article 22(2) of the Warsaw Convention, that sets out the monetary value of the mobility aid and a description of its identifying features.

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5. The carrier will permit a person with a disability to make the special declaration of interest, at no additional charge to the person, at any time before the mobility aid is removed by the carrier for storage in the aircraft's baggage compartment.

#### **Service Dogs, Other Service Animals and Emotional Support Animals**

6. If a person with a disability who uses a service dog makes a reservation for transportation on an international service, the air carrier will advise the person of the option to make a special declaration of interest, under Article 22(2) of the Montreal Convention or under Article 22(2) of the Warsaw Convention, that sets out the monetary value of the animal.
7. The carrier will permit a person with a disability to make the special declaration of interest, at no additional charge to the person, at any time before the service dog, is carried by the carrier.
8. In respect of limits of liability for service dogs in this rule, pursuant to Article 25 of the Montreal Convention or under Article 22(1) of the Warsaw Convention, the carrier will stipulate that the contract of carriage shall be subject to higher limits of liability than those provided for in the applicable Convention.
9. Should injury or death of a service dog result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense, medical care for or replacement of the service dog.

#### **Liability In the Case of Passenger Delay**

10. The carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:
  - a) The carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
  - b) Damages occasioned by delay are subject to the terms, limitations and defences set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation or defence recognized by a Court with proper jurisdiction over a claim.

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- c) The carrier reserves all defences and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defence of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of the carrier for damage caused by delay is limited to 5,346 Special Drawing Rights per passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

#### **Liability In the Case of Death or Bodily Injury of A Passenger**

11. The carrier shall be liable under [Article 17 of the Warsaw Convention](#) or the [Montreal Convention](#), whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:
- a) The carrier shall not be able to exclude or limit its liability for damages not exceeding 128,821 Special Drawing Rights for each passenger.
- b) The carrier shall not be liable for damages to the extent that they exceed 128,821 Special Drawing Rights for each passenger if the carrier proves that:
- (i) Such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or
  - (ii) Such damage was solely due to the negligence or other wrongful act or omission of a third party.
- c) The carrier reserves all other defences and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defence of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the carrier shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with paragraphs (1) and (2) above.
- d) With respect to third parties, the carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.

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The carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.

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

#### Time Limitations on Claims And Actions

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1. Under the [Warsaw Convention](#) and the [Montreal Convention](#), whichever may apply, an action for damages must be brought within two years 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.
2. A complaint to the carrier must be made in writing to the carrier within 7 days from the date of receipt in the case of damage to baggage, and 21 days in the case of delay from which the baggage has been placed at the passenger's disposal.
3. Claims may be subject to proof of amount of loss and passengers may be asked to substantiate their claims.

#### Notices

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

#### **Advice to International Passengers on Carrier Liability**

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

2. Mobility aids are considered as baggage for transportation on an international service for purposes of limits of liability. The air carrier will advise the person of the option to make a special declaration of interest, under Article 22(2) of the Montreal Convention or under Article 22(2) of the Warsaw Convention, that sets out the monetary value of the mobility aid and a description of its identifying features.
3. The carrier will offer at no additional charge to a person with a disability the option to make the special declaration of interest, at any time before the mobility aid is removed by the carrier for storage in the aircraft's baggage compartment.

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**RULE 125: REFUNDS**

## A. General

1. The passenger must present to the carrier or its authorized agent the unused flight coupons of a ticket, an itinerary/receipt, a record locator, or a reservation number as satisfactory proof that the passenger has unused portions of a ticket which are eligible for refund according to the applicable fare of the ticket issuance.
2. The carrier will make a refund to the person who purchased the ticket.
3. If, at the time of ticket purchase, the purchaser designates another person to whom the refund shall be made, then the refund will be made to the person so designated. To do so, the purchaser must contact the carrier directly.
4. In any instance where refunds are appropriate, the carrier will process requests in a timely manner and refund the fare in the original form of payment. The carrier will process refund requests within 10 business days for credit card purchases and within 20 business days for cash or cheque transactions.

## Involuntary Refunds

1. Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
2. If no portion of the ticket has been used, the refund will be the full amount of the fare and charges paid, in case of a:
  - a) delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes (as governed by Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes); or,
  - b) denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes (as governed by Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes); or
3. If a portion of the ticket has been used, the carrier will refund the unused portion of the ticket, prorated based on mileage in the case of a:

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- a) delay or cancellation – within the carrier’s control and within the carrier's control but required for safety purposes (as governed by Rule 91, Delay or cancellation – within the carrier's control and within the carrier's control but required for safety purposes); or,
  - b) denial of boarding – within the carrier’s control and within the carrier's control but required for safety purposes (as governed by Rule 96, Denial of boarding – within the carrier's control and within the carrier's control but required for safety purposes); or
4. The involuntary refund of tickets shall be made in the currency used to issue the ticket.

#### Voluntary Refunds

1. Voluntary refunds will be based on the applicable fare at the time of ticket issuance, and the refund will be made in accordance with any restrictions contained in the applicable fare rule.
2. Voluntary refunds will be made only by the carrier which originally issued the ticket or its authorized agent.
3. If no portion of a ticket has been used, the refund will be full amount of the fare paid less any cancellation fee and/or service charge based on the fare purchased by the passenger.
4. If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any cancellation fee and/or service charge based on the fare purchased by the passenger.
5. Voluntary refund of tickets shall be made in the currency used to issue the ticket.

#### Time Limit for Requesting A Refund

1. The passenger shall request a refund for goods and services purchased but not used within the time stated in the applicable fare of the ticket issuance.

#### Refunds In the Case of Death

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

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

#### Jury Duty

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

#### Refusal to Refund

1. The carrier may refuse to refund the passenger's ticket if that ticket is presented for refund after its validity has expired.

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