

INTERNATIONAL TARIFF

CONTAINING

GENERAL RULES

APPLICABLE TO SCHEDULED SERVICES FOR

THE

TRANSPORTATION OF PASSENGERS AND

THEIR BAGGAGE

BETWEEN

POINTS IN CANADA ON THE ONE HAND

AND

POINTS OUTSIDE CANADA ON THE OTHER

HAND

Special Permission No. 67110 granted by the CTA to file this tariff on no less than one day's notice.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

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Table of Contents

Part I – General Tariff Information	10
Rule 1: Definitions.....	10
Rule 5: Application of Tariff	14
Rule 7: Protection of Personal Information	17
Part II – Before Departure	17
Rule 10: Application of Fares and Charges.....	17
Rule 15: Taxes	18
Rule 20: Methods of Payment	19
Rule 25: Currency of Payment	19
Rule 30: Classes of Service	19
Rule 35: Capacity Limitations	20
Rule 40: Reservations.....	20
Rule 45: Stopovers.....	22
Rule 50: Routings	23
Rule 54: Interline Baggage Acceptance	23
Rule 55: Baggage Acceptance.....	27
Part III – At the Airport/During Travel	31
Rule 60: Acceptance of Children for Travel	31
Rule 65: Unaccompanied Minors	33
Rule 71: Carriage of Persons with Disabilities Provisions for Aircraft	35
Rule 75: Acceptance of Animals (Service Dogs and Pets)	38

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE

EFFECTIVE DATE

December 13, 2018

(As per CTA SP# 67110)

December 14, 2018

International Tariff

Original Page 3

Rule 80: Administrative Formalities – Travel Documents, Customs and Security ... 40

Rule 85: Ground Transfer Services 41

Rule 90: Flight Delays, Cancellations, Schedule Changes, and Denied Boarding 41

Rule 95: Substitution of Aircraft 47

Rule 105: Passenger Rights 48

Rule 110: Refusal to Transport 49

Rule 115: Passenger Expenses En Route 53

Rule 120: Tickets 53

Part IV – After Travel 55

Rule 126: Limitations of Liability 55

Rule 130: Refunds..... 60

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE

EFFECTIVE DATE

December 13, 2018

(As per CTA SP# 67110)

December 14, 2018

CHECK SHEET**CHECK SHEET**

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

Rule Number	Revision Number	Effective Date	Rule Number	Revision Number	Effective Date
Title	Original	Dec 14, 2018	65	Original	Dec 14, 2018
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5	Revised	July 15, 2019	75	Original	Dec 14, 2018
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10	Original	Dec 14, 2018	85	Original	Dec 14, 2018
20	Original	Dec 14, 2018	90	Original	Dec 14, 2018
25	Original	Dec 14, 2018	95	Original	Dec 14, 2018
30	Original	Dec 14, 2018	100	Original	Dec 14, 2018
35	Original	Dec 14, 2018	105	Original	Dec 14, 2018
40	Original	Dec 14, 2018	110	Original	Dec 14, 2018
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For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE

EFFECTIVE DATE

December 13, 2018

(As per CTA SP# 67110)

December 14, 2018

Part I – General Tariff Information

Explanation of Abbreviations, Reference Marks and Symbols

\$ Dollar(s)

(C) Denotes Change which results in neither increases or decreases

(I) Denotes Increase

(N) Denotes Addition

(R) Denotes Reduction

(X) Denotes Cancellation

CAB Civil Aeronautics Board of the United States (Department of Transportation)

CAD Canadian Dollar(s)

CTA Canadian Transportation Agency

EU European Union

IATA International Air Transport Association

ICAO International Civil Aviation Organization

N/A Not Applicable

No Number

SDR Special Drawing Rights

USD United States Dollar(s)

Rule 1: Definitions

"Affected flight" means the flight involved in a schedule irregularity.

"Alternate transportation" means another flight (or flights) on the services of the same carrier or a flight (or flights) on the services of another carrier.

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

"Baggage identification tag" means a document issued by the carrier solely for identification of checked baggage, part of which is given to the passenger as a receipt for the For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

passenger's checked baggage and the remaining part is attached by the carrier onto a particular piece of the passenger's checked baggage.

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

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

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

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

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

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

"Carrier" means: Air Italy spa

"Checked baggage" means baggage of which the carrier takes sole custody and for which the carrier issues a baggage identification tag.

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

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

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

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

"Comparable air transportation" is similar transportation provided by the carrier at no extra cost to the passenger in lieu of the passenger's original flight reservations.

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

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

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

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

"European Union (EU)" means any one of the sovereign nation states that have acceded to the EU. In accordance with Article 2992. of the Treaty Establishing the EU, this tariff also applies to overseas departments, namely Guadeloupe, French Guyana, Martinique, Reunion Island, the Azores, Madeira and the Canary Islands.

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

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

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

"International transportation" means air transportation between Canada and a point in the territory of another country.

"Involuntary refunds" means a refund of an unused ticket or portion thereof or an unused miscellaneous charges order required as a result of the carrier cancelling a flight, failing to operate a flight according to schedule, failing to stop at a point to which the passenger is destined or is ticketed to stop over, or causing the passenger to miss a connecting flight or where, because of safety or legal requirements or the condition or conduct of the passenger, carriage is refused.

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

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

"Minor" means a person who has not reached his/her 14th birthday on the date that travel commences.

"Normal fare" means the highest priced fare established for a 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" includes any person who, by virtue of a locomotor, sensory, intellectual, or other impairment, requires services or assistance beyond those normally offered by the carrier."

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

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

"Schedule irregularities" means the following:

- a. Delays in the scheduled departure or arrival of the carrier's flight resulting in the passenger missing his/her onward connecting flight(s) or;
- b. Cancellation of flight, omission of a scheduled stop or;
- c. Substitution of aircraft.

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

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

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

"Special fare" means any fare other than a normal fare.

"Stopover" is a deliberate interruption of a journey initiated by the passenger and agreed to in advance by the carrier at a point between the place of departure and the place of destination. The deliberate interruption must be for a purpose other than changing aircraft.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

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

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

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

"Transfer point" means any point at which the passenger transfers between aircraft.

"Unchecked baggage" means any baggage (carry-on) accompanying the passenger other than checked baggage.

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

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

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

Rule 5: Application of Tariff

(A) General

1. This Tariff is applicable to the transportation of passengers and their accompanying baggage using aircraft operated by Air Italy (IG).
2. With the approval of the CTA, the carrier may enter into code-share agreements with other air carriers whereby it will market, as its own, flights operated by those other carriers. In such cases, this tariff is applicable to the transportation of passengers and their baggage on all flights operated by other carriers yet marketed and sold as Air Italy (IG).

Applicable to transportation originating in Canada:

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

For travel other than that originating in Canada:

(b) Air transportation will be subject to the rules, rates, fares and charges published or referred to in this tariff in effect on the date of commencement of the carriage as indicated for the first flight segment of a ticket.

3. 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.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

4. The content of this tariff constitutes the contract between the carrier and the passenger. Should there be a conflict between this tariff and any other document issued or posted by the carrier, this tariff will prevail.
5. No agent, employee or representative of the carrier has the authority to alter, modify or waive any provisions of this tariff.
6. The carrier will be responsible for the furnishing of transportation only over its own services, including those services offered via code-share arrangements where the flight is operated by another carrier. However, when the carrier issues a ticket, baggage check, or make any other arrangements for transportation over the services of any other carrier (whether or not such transportation is part of a through service), the carrier acts only as agent for such other carrier and the tariff of that other carrier will apply. Air Italy will assume no responsibility for the acts or omissions of such other carrier.
7. International transportation will be subject to the rules relating to liability established by, and to all other provisions of the Convention. The carrier may stipulate that the limits of liability contained in this tariff are higher than those provided for within the applicable Convention or that there are no limits of liability whatsoever. In all other instances, tariff rules which are inconsistent with any provision of the Convention will, to that extent, be inapplicable to international transportation.

(B) Gratuitous Carriage

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

(C) Passenger Recourse

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

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

(D) Change without Notice

Except as may be required by applicable laws, government regulations, orders and requirements, carrier's rules, regulations and conditions of carriage are subject to change without notice; provided, that no such change shall apply to a contract of carriage after the carriage has commenced.

on the date of commencement of the carriage as indicated for the first flight segment of a ticket.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

International Tariff

Revised Page 16

8. 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.
9. The content of this tariff constitutes the contract between the carrier and the passenger. Should there be a conflict between this tariff and any other document issued or posted by the carrier, this tariff will prevail.
10. No agent, employee or representative of the carrier has the authority to alter, modify or waive any provisions of this tariff.
11. The carrier will be responsible for the furnishing of transportation only over its own services, including those services offered via code-share arrangements where the flight is operated by another carrier. However, when the carrier issues a ticket, baggage check, or make any other arrangements for transportation over the services of any other carrier (whether or not such transportation is part of a through service), the carrier acts only as agent for such other carrier and the tariff of that other carrier will apply. Air Italy will assume no responsibility for the acts or omissions of such other carrier.
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For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

(E) Application of the *Air Passenger Protection Regulations*

The obligations of the carrier under the Air Passenger Protection Regulations (APPR) form part of the tariff and supersede any incompatible or inconsistent term and condition of carriage set out in the tariff to the extent of such inconsistency or incompatibility, but do not relieve the carrier from applying terms and conditions of carriage that are more favorable to the passenger than the obligations set out in the APPR.

Rule 7: Protection of Personal Information

(A) Use of Personal Information

The passenger recognizes that personal information must be provided for purposes of making a flight booking for carriage obtaining ancillary services, facilitating immigration and entry requirements, and to be contacted in relation to the flight booking, if necessary. Passenger also recognizes that this information must be made available to government agencies, other airlines, payment processors and service providers, when needed. For these purposes, the passenger authorizes carrier to retain such data and to transmit it to third parties as needed, in whatever country they may be located, subject to its privacy policy.

Part II – Before Departure

Rule 10: Application of Fares and Charges

(A) General

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

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

Fares, rates and charges are filed through the Airline Tariff Publishing Company (ATPCO) in Tariff NTA(A)No. 568.

(B) Fares in Effect

Subject to government requirements and this tariff:

Applicable to transportation which originates in Canada and all transportation originating in all countries other than Canada:

The applicable fare is the fare in effect on the date which the ticket is issued.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

International Tariff

Revised Page 18

No increase in fares and charges will be collected or more restrictive conditions of carriage (including those related to baggage) applied in the event that an increase in fares and charges occurs or more restrictive conditions are imposed between the date of ticket issuance and the date of travel, provided:

- i. The ticket is issued with confirmed reservations at fares and charges applicable on the date of ticket issuance for the date of commencement of travel; and,
- ii. The confirmed ticketed reservations are not changed at the passenger's request. Should the passenger request a change to the ticketed reservations then the passenger will be obliged to pay the difference in the fares or be subject to the more restrictive conditions imposed as a result of the change; and

If, after a ticket has been issued, a decrease in fares and charges applicable to the transportation covered by the ticket becomes effective, no refund in whole or in part of the original fare will be permitted unless otherwise specified in the applicable fare rule associated with the fare.

(C) Routing

1. Unless otherwise provided in the carrier's tariff, fares apply only to their associated routing. If there is more than one routing associated with a fare, the passenger, prior to their ticket being issued, may specify the routing they prefer. If no routing is specified, the carrier may determine the routing. *(See Rule 50, Routings)*
2. Where a fare is purchased from point of origin to the point where return travel commences, and that fare is less than a fare to an intermediate point enroute, the fare charged must be increased to at least the minimum fare applicable to any higher cost intermediate points.

(D) Taxes and Charges

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. (See Rule 15, Taxes)

(E) Currency of Fares

1. All fares and charges are stated in Canadian dollars for travel commencing in Canada.
2. All fares and charges, for travel commencing outside Canada, are stated in Euros or 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.
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.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# []))

EFFECTIVE DATE
July 15, 2019

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. Credit card
2. Bank debit card, where facilities permit
3. Bank transfers
4. Vouchers
5. Redeemable travel points or travel miles.
6. Payment with Paypal (only on Internet)

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 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.
4. When travel originates outside Canada and payment is not made in Canada or the United States, the published fare will be converted to local currency at the bankers' buying rate of exchange.

Rule 30: Classes of Service

(A) First Class or Class "F" → not applicable

(B) Business Class The Business Class section will be located in the area of the aircraft designated by the carrier as Business Class.

1. Separate check-in facilities will be provided for passengers in Business Class seating where such facilities exist.
2. Passengers seated in the Business Class section will be provided Business Class service.
3. Business Class services will consist of: Hand baggage, 2 Checked baggage, Seat selection, Web check-in, Accelerated Avios collection, Priority boarding, Fast track where available, Lounge access where available

(C) Economy Class

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

International Tariff

Revised Page 20

1. The Economy 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:

LIGHT FARES: Hand baggage, Web Check-in, Collect Avios

CLASSIC FARES: Hand baggage, 1 Checked baggage, Web Check-in, Collect Avios

PREMIUM FARES: Hand baggage, 2 Checked baggage, Seat selection, Web check-in, Accelerated Avios collection, Priority boarding, Fast track where available

Rule 35: Capacity Limitations

(A) General

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

Rule 40: Reservations

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

(A) General

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

(B) Seat Assignment

The carrier does not guarantee the assignment of any particular space on the aircraft unless a fee is paid.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

Advance seat selection

The passenger may pre-select a seat when booking a fare. However, a fee will be assessed if it is a condition of the fare purchased. Exception: persons with disabilities, unaccompanied minors and business class passengers will not be charged a seat selection fee. The advance seat selection fee will be charged per passenger and per each sector of travel and will be applied as follows:

- STANDARD SEATS BACK ROWS : 30 CAD per passenger/sector if passenger bought a light fare. 15 CAD if passenger bought a classic fare
- STANDARD SEATS FRONT ROWS: 50 CAD per passenger/sector if passenger bought a light fare. 45 CAD if passenger bought a classic fare
- PREFERRED SEATS 100 CAD per passenger/sector for any service bought in advance. At the airport passenger will be charged 125 CAD.

Seat selection fees are non-refundable unless:

- i. 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
- ii. the passenger has a confirmed upgrade to business cabin prior to flight check-in.

(C) Cancellation of Reservations

The carrier will cancel reservations of any passenger:

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

(D) Passenger's Responsibility

The passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in (F) below. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements. The carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision.

(E) Failure to Occupy Seat

If the passenger does not occupy space which has been reserved by/for him/her and the carrier is not notified of the cancellation of such reservation up to and until the scheduled departure of that particular flight, the carrier will cancel all continuing or return reservations held by the passenger and will not be liable for doing so other than to refund the passenger's ticket in accordance with the applicable fare rule and Rule 130(C), Voluntary Refunds.

(F) Check-in Time Limits

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

Travel	Recommended check-in time*	Check-in/baggage drop-off deadline**	Boarding gate deadline***
International	180 minutes	60 minutes	45 minutes

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

***Recommended check-in time:** To ensure that the passenger has plenty of time to check in, drop off checked baggage and pass through security, the above table sets out how much in advance of the flight's departure time the passenger should check in. e.g. if the passenger's flight from Milan leaves at 6:00 p.m., the carrier recommends that the passenger check in at 3:00 p.m. (180 minutes before the flight).

****Check-in and baggage drop-off deadline:** The passenger must have checked in, obtained their boarding pass and checked all baggage at the baggage drop-off counter before the check-in deadline for their flight. e.g. if the passenger's flight to Milan leaves at 7:00 a.m., the passenger is required to have checked in and checked all baggage with carrier by 6:00 a.m. (60 minutes before their flight).

*****Boarding gate deadline:** The passenger must be available for boarding at the boarding gate by the boarding gate deadline, e.g. if the passenger's flight from Toronto to Milan leaves at 11:00 a.m., the passenger must be at the boarding gate no later than 10:15 a.m. (i.e., 45 minutes before their flight).

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

Note: It is recommended that the passenger provide the carrier with a point of contact (e-mail address and/or telephone numbers) in case the carrier must communicate with the passenger prior to his/her departure or at any point during the passenger's itinerary. A carrier has an obligation to make a reasonable effort to inform its passengers of any delays or schedule changes. (See Rule 105(A)1.)

Rule 45: Stopovers

(A) General

Stopovers will be permitted under the following conditions:

- Stopovers must be arranged with the carrier in advance and specified on the ticket.
- Specific fare rules may not permit stopovers or limit the number of stopovers allowed or there may be an additional charge for stopovers based on the fare purchased by the passenger. Refer to the rule applicable to the fare in question for further information.
- If a portion of a journey is travelled by surface transportation, a stopover will be deemed to have taken place for such transportation.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

Rule 50: Routings

(A) Application

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

Rule 54: Interline Baggage Acceptance

Definitions

"Airline Designator Code"

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

"Baggage Rules"

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

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

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

- Other rules governing treatment of baggage at stopover points, including passengers subject to special baggage allowances or charges, etc.

"Down Line Carrier"

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

"Interline agreement"

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

"Interline itinerary"

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

"Interline travel"

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

"Marketing Carrier"

the carrier that sells flights under its code.

"Most Significant Carrier (MSC)"

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

"Operating Carrier"

the carrier that operates the actual flight.

"Participating Carrier(s)"

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

"Selected Carrier"

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

"Selecting Carrier"

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

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

"Single ticket"

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

"Summary page at the end of an online purchase"

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

"Ultimate ticketed destination"

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

Applicability

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

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

General

For the purposes of interline baggage acceptance:

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

Baggage Rule Determination by Selecting Carrier

Checked Baggage

The selecting carrier will:

Select the Most Significant Carrier, as determined by IATA Resolution 302, to be the selected carrier, in order for the selected carrier's baggage rules, as established in its tariff, to apply to the entire interline itinerary.

Carry-On Baggage

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

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.

Baggage Rule Application by Participating Carrier

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

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 1st and 2nd 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) 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 on the passenger's e-ticket confirmation and itinerary/receipt for online purchase. Any fee information provided for carry-on bags and the first and second checked bag will be expressed as specific charges.

Web site Disclosure

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

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

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

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

Rule 55: Baggage Acceptance

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

(A) General Conditions of Acceptance of Checked and Unchecked Baggage

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

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

If musical instruments dimensions and weight are within the carry-on baggage it's necessary to notify to the Airline through a special service request: cabin baggage (SSR CBBG).

If dimensions exceed the ones allowed for cabin baggage, it may be possible to pay to bring it on board by paying for an additional seat at the applicable fare at time of booking.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

3. Musical Instruments

- a. A passenger is permitted to carry a violin, guitar, or other small musical instrument in the aircraft cabin, without charging the passenger a fee in addition to any standard fee that carrier may require for comparable carry-on baggage, if
 - i. The instrument can be stowed safely in a suitable baggage compartment in the aircraft cabin or under a passenger seat, in accordance with the current Air Italy carry-on size requirements; and
 - ii. There is space for such stowage at the time the passenger boards the aircraft.
- b. If there is no space available in the cabin to securely store the musical instruments, or if deemed required by airline staff, the musical instrument may need to be gate checked. Musical instruments must always be packaged in a rigid/hard shell container designed to ship such items. For string instruments, customers are responsible for ensuring that the strings are loosened so that tension is reduced on the top and neck of the instrument.
- c. If musical instruments are checked in separately, a musical instrument counts as one piece of baggage towards the maximum number of checked bags allowed by fare type. If passenger's bag count (musical instrument plus number of other bags to be checked) exceeds maximum number of items allowed by fare type, additional checked baggage charges will apply.

(B) Free Baggage Allowance

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

Checked baggage			
Type of Service	Maximum Number of Bags Permitted	Weight Per Bag	Dimension Per Bag
First Class	Not applicable		
Business Class	2	32Kgs	158cm h+l+w
Economy Class: Premium fare type	2	23Kgs	158cm h+l+w
Economy Class: Classic fare type	1	23Kgs	158cm h+l+w
Economy Class: Light fare type	0	0	0

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# []))

EFFECTIVE DATE
July 15, 2019

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

Unchecked baggage (carry-on baggage)			
Type of Service	Maximum Number of Bags Permitted	Weight Per Bag	Dimension Per Bag
First Class	Not applicable		
Business Class	1	8Kgs	55x40x20cm
Economy Class: Premium fare type	1	8Kgs	55x40x20cm
Economy Class: Classic fare type	1	8Kgs	55x40x20cm
Economy Class: Light fare type	1	8Kgs	55x40x20cm

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

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

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

(C) Collection and Delivery of Baggage

1. The passenger has the right to retrieve his or her baggage without delay as stated in Rule 105, Passenger Rights (Per Flight Rights Canada).
2. Only the passenger who was given a baggage identification tag when the carrier took possession of the baggage is entitled to accept delivery of the baggage.
3. If the passenger claiming the checked baggage is unable to produce his/her portion of the baggage identification tag and identify the baggage by means of its baggage identification tag, the carrier must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.
4. Acceptance of the baggage without complaint, within the time limits stipulated in Rule 126(C), 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.

(D) Excess Baggage

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

International Tariff

Revised Page 30

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.

Excess Baggage (prices at Airport Check-in)		
Type of Service	Overweight/ Oversize	Charge Per Piece
First bag	Up to 9kg → 110CAD/Oversize 340 CAD	100 CAD
Second bag	Up to 9kg → 110CAD/Oversize 340 CAD	130 CAD
Third or more	Up to 9kg → 110CAD/Oversize 340 CAD	225 CAD each

Maximum weight per piece may not exceed 32kg

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

(E) Excess Value Declaration Charge

The passenger may declare a value in excess of the applicable liability limits for the checked baggage and pay any excess value charges to the carrier prior to departure at the point of check-in at a maximum of 1500 CAD of excess valuation.

(F) Items Unacceptable as Baggage

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

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

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

7. The passenger shall not include in the checked baggage fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents.

(G) 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 (F) above and when the passenger fails to provide the carrier with prior notice that they wish to carry such an item in their baggage.
2. The carrier will, at its sole discretion, refuse to carry any baggage because of its size, shape, weight or character.
3. Unless advance arrangements have been made with the carrier, the carrier may carry on later flights baggage which is in excess of the free baggage allowance.
4. The carrier will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.

(H) Right of Search

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

Part III – At the Airport/During Travel

Rule 60: Acceptance of Children for Travel

(A) General

1. Infants and Children not reached the age of 12 years on the date of travel, accompanied in the same cabin by a passenger 18 years of age or older, will be accepted for transportation.
2. Persons entrusted with the care of infants and children must be capable of discharging this duty.

Infants

1. Infants under two years of age on the date of travel do not require a seat.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

International Tariff

Revised Page 32

2. 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.
3. 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).
4. An infant under two years of age at the time of departure but reaching his/her second birthday during the continuing/return flight(s) will require a seat and must pay the applicable fare for the continuing/return flight(s).
5. Infants under two years of age occupying a seat must be properly secured in a Transport Canada or United States Federal Aviation Administration (FAA) approved child restraint device.

Children

1. All children, two years of age or older, must be ticketed and assigned a seat.
2. All children, 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.

(B) Acceptance of Infants and Children

Age	Accepted	Conditions
7 days up to 2 nd birthday (infant)	Yes	Only one infant is permitted per adult passenger. 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.
From 2 nd birthday up to 12 th birthday	Yes	These passengers are considered to be a child for the purpose of air travel. These passengers must be either supervised by a passenger of 18 years or older or use the carrier's unaccompanied minor services. (See Rule 65, Unaccompanied Minors) The use of an approved child restraint device is optional for children age two and up.
From 12 th birthday up to 14 th birthday	Yes	These passengers are considered to be adults for the purpose of air travel and will pay the applicable adult fare. These passengers must be either supervised by a passenger of 18 years or older or use the carrier's unaccompanied minor services. (See Rule 65, Unaccompanied Minors) The use of an approved child restraint device is optional for children age two and up.
14 years and older	Yes	These passengers are considered to be adults for the purpose of air travel and will pay the applicable adult fare. These passengers are eligible to travel unaccompanied and unsupervised.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# []))

EFFECTIVE DATE
July 15, 2019

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

(C) Documentation

1. Passengers under 18 years of age must carry identification such as a passport
2. In addition to the above, the carrier may require presentation of the following documents when children are accompanied by an adult:
 - a. Documents establishing legal custody;
 - b. Parental consent letter authorizing travel;
 - c. Any other documentation required by the country of destination.

(D) Unaccompanied Minors

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

(E) Seating for children

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

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

- a. The possibility of selecting adjoining seats online; Passengers can select a non-preferred economy class seat free of charge, subject to availability, at time of online check-in, which commences 24 hours prior to departure.
- b. If unavailable online and if requested by the customer, check-in agents attempting to locate adjoining seats at check-in.
- c. If efforts are unsuccessful at check-in, gate agents attempting to locate adjoining seats at boarding, or if unavailable, requesting volunteers to change seats.
- d. If efforts are unsuccessful at boarding, flight attendants requesting volunteers to change seats on-board.
- e. If the flight attendants are not able to seat the child(ren) with their accompanying parent or guardian, notwithstanding the above, the flight attendant will provide the child with an unaccompanied minor briefing.

Rule 65: Unaccompanied Minors

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

(A) General

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

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

(B) Age Restrictions

1. Minors under 5 years of age are not eligible to use the UM Service, and must always be accompanied by a person aged 18 or older when travelling. The accompanying passenger must occupy a seat in the same cabin as the minor.
2. Minors aged between 5 and up to 14th of age may only travel unaccompanied if they are using the UM Service, outlined below.

(C) Travel Restrictions

The UM Service is available on:

- a. non-stop flights; or
- b. direct flights (a direct flight makes a stop but there is no change of aircraft);

(D) Fares and Charges

1. Unaccompanied minors travelling on the UM Service provided by the carrier will be subject to the applicable adult fare.
2. A charge of 190 CAD per minor, in each direction, will be applied for using the UM Service.
3. When two or more minors are traveling together, only one UM Service charge in each direction will apply.
4. The charge is non-refundable and is subject to applicable taxes.

(E) Conditions of Application for Unaccompanied Travel

1. Arrangements and registration for the UM Service must be made at least 48 hours prior to departure.
2. The minor must be brought to the airport of departure by a guardian who remains with the minor until the carrier starts providing supervision. The guardian will complete all the required documents which include providing the carrier with satisfactory evidence that the minor will be met by another parent, guardian or other responsible adult. The guardian who will be meeting the unaccompanied minor at the airport of arrival must have photo identification which will allow the carrier personnel to identify this person as the appropriate person designated to meet the minor.
3. The guardian will be required to remain at the airport of departure until the aircraft has departed.
4. In case of emergency, the guardian must provide the carrier with the name and phone number of a person who can be contacted during the time the minor is in the carrier's care.
5. Unaccompanied minors aged 5 through 13 years old will not be accepted if the flight on which the minor holds a reservation is expected to terminate short of, or bypass the minor's destination.
6. Once the minor is under the carrier's care, the minor will be provided supervision by the carrier until he/she is met at destination by a guardian who can confirm to carrier personnel by means of photo identification that they are the person(s) designated to meet the minor.
7. Confirmed reservations must be booked for unaccompanied minors. Standby travel is not permitted.
8. A minor with a medical condition or a minor with a disability may not be accepted for travel unaccompanied. Medical approval from the carrier's medical officer may be

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

required for any UM Service to be offered to a minor with a medical condition or a disability.

(F) Carrier's Limited Responsibility

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

Rule 71: Carriage of Persons with Disabilities Provisions for Aircraft

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

(A) Acceptance for Carriage

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

(B) Acceptance of Declaration of Self-Reliance

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

(C) Medical Clearance

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

(D) Advance Notice

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

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

service less than 48 hours prior to departure, the carrier will make a reasonable effort to provide the service.

(E) Seating Restrictions and Assignments

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

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

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

(F) Acceptance of Aids

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

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

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

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

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

(G) Manually Operated Wheelchair Access

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

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

(H) Acceptance of Service Dogs

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

The carrier will accept for transportation, a service dog required to assist a person with a disability provided the animal is properly harnessed and certified in writing, as being trained by a professional service animal institution. The carrier will permit the service dog to accompany the person with a disability on-board and to remain on the floor at the person's passenger seat or, where there is insufficient floor space at the person's passenger seat, to remain on the floor in an area where the person can still exercise control over the animal. The carrier will avoid separating persons with disabilities from their service dog.

(I) Services to Be Provided to Persons with Disabilities

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

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

(J) Boarding and Deplaning

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

(K) Communication and Confirmation of Information

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

The carrier will supply a written confirmation of services that it will provide to that person.

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

(L) Inquire Periodically

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

When persons in wheelchairs who are not independently mobile are waiting to board an aircraft, the carrier will inquire periodically about their needs, and shall attend to those needs where the services required are usually provided by the air carrier.

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

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

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

(A) General

1. Advance arrangements must be made with the carrier before any animal will be accepted for carriage as either checked or carry-on baggage.
2. The carrier will accept for carriage animals/pets such as domestic dogs, cats, ferrets, rabbits, and birds, as either checked or carry-on baggage provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations.
3. Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by the carrier
Note: This provision does not apply to service dogs accompanying passengers with disabilities or search and rescue animals accompanied by handlers.
4. An animal and its container will not be included in the passenger's free baggage allowance. Special baggage charges will apply, and the passenger will be obliged to pay the applicable charges.
Note: This provision does not apply to service dogs accompanying passengers with disabilities or search and rescue animals accompanied by handlers. Service dogs will be carried free of charge (see (D) below).
5. The passenger assumes full responsibility for the animal. Before the animal is accepted for carriage, the passenger must make all necessary arrangements to obtain valid health and vaccination certificates, entry permits, and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the animal will not be accepted for carriage.
6. When travel involves more than one carrier, the passenger should verify the policy of each carrier involved in the itinerary and ensure that the requirements of each carrier have been met and that each carrier is aware and has agreed to carry the animal on its own aircraft.

(B) Animals as Checked Baggage

1. The number of animals carried is limited by aircraft type.
2. Due to climatic conditions, animals will not be accepted during certain periods of the year. These black-out periods will be posted on the carrier's Web site or may be ascertained by contacting the carrier.
3. The maximum size for the container/kennel (length/width/height) must not exceed 48x33x29 cm.
4. The maximum allowable weight for both the animal and container/kennel must not exceed 10 kg.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

International Tariff

Revised Page 39

5. If container/kennel exceeds the maximum size and/or maximum weight mentioned in 4. and 5. above, the passenger must make arrangements with the carrier's cargo department.
6. For international travel, pursuant to the provision of the applicable convention, once an animal is accepted for carriage as checked baggage, the carrier is liable in the event of damages arising from loss, damage and delay of an animal as specified in Rule 126, Limitations of Liability.
7. **Charges:** The charge for transportation of the animal and container/kennel as checked baggage will be as follows:

Charge of transportation of animal and container/kennel		
From	To	Charge
Canada	Area 2/3	200 CAD

(C) Animals in Cabin

1. Only one animal per passenger may be accepted for carriage in the passenger cabin.
2. The number of animals carried in the passenger cabin is limited to 3 animals per flight.
3. The maximum size permitted for the in-cabin animal container/kennel (length width height) must not exceed 48x33x29 cm.
4. The maximum allowable weight for both the animal and in-cabin pet container/kennel must not exceed 10 kg.
5. The in-cabin container/kennel must be stored under the seat directly in front of the passenger.
6. The in-cabin animal and container/kennel may be carried in lieu of unchecked baggage (carry-on baggage).
7. The animal must remain in the container/kennel for the entire duration of the journey.
8. If the container/kennel exceeds the maximum size and/or maximum weight mentioned in 3. and 4. above, passengers will required to tender the animal as checked baggage.
9. The carrier may request a passenger with an in-cabin animal to change seats after boarding to accommodate other passengers.
10. **Charges:** The charge for transportation of an animal (except for service dogs) and container/kennel in the passenger cabin will be as follows:

Charge of transportation of animal and container/kennel		
From	To	Charge
Canada	Area 2/3	160 CAD

(D) Service Dogs

Service dogs assisting a person with a disability must be certified in writing and trained by a professional service dog institution so that will be permitted in the passenger cabin of the aircraft. The dog must remain on the floor at the person's seat.

1. The carrier will accept for transportation without charge a service dog if the request to bring a service dog on the flight is made to the carrier at least 48 hours prior to the scheduled flight departure. The passenger accompanying the service dog will be entitled to the normal free baggage allowance.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

2. If the request to bring a service dog on the flight is made to the carrier less than 48 hours before the scheduled flight departure, the carrier will make a reasonable effort to accommodate the passenger and allow the service dog in the cabin during the flight.
3. The carrier, in consultation with the person with a disability who is accompanied by a service dog, will determine where the person will be seated in order to ensure that adequate space is provided to the person and the service dog.

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

(A) General

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

(B) Travel Documents

- (A) Prior to travel, the passenger must be prepared to submit for inspection to the carrier all travel documents required by the countries concerned.
- (B) The carrier will have the right to make and retain copies of the travel documents presented by the passenger.
- (C) As described in Rule 110, Refusal to Transport, the carrier reserves the right to refuse transportation to any passenger who fails to present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries where travel is intended or whose travel documents do not appear to be in order.

(C) Customs and Immigration Inspection

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

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

(D) Security Inspection

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

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

Rule 85: Ground Transfer Services

(A) General

- (A) The carrier does not maintain, operate or provide ground transfer services between airports or between airports and city centres.
- (B) 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.
- (C) Any effort by an employee, agent or representative of the carrier in assisting the passenger to make arrangements for such ground transfer service shall in no way make the carrier liable for the acts or omissions of such an independent operator.

Rule 90: Flight Delays, Cancellations, Schedule Changes, and Denied Boarding

EUROPEAN UNION (EU) RULES relating to cases of FLIGHT DELAYS and CANCELLATIONS, DENIED BOARDING, UPGRADING and DOWNGRADING

(Applicable to flights departing from a European Union (EU) airport, or from an airport located outside the EU, to an EU airport, operated by Air Italy)

(A) General

(1) Definitions

For the purpose of this tariff rule reflecting Regulation (EC) No 261/2004 on compensation and assistance to passengers in the event of denied boarding, flight cancellations or long flight delays:

'**air carrier**' means an air transport undertaking with a valid operating licence;

'**Bankers' Buying Rate**' means the rate at which, for the purpose of the transfer of funds through banking channels (i.e. other than transaction in bank notes, travellers cheques and similar banking instruments), 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.

'**cancellation**' means the non-operation of a flight which was previously planned and on which at least one place was reserved. A flight may generally be considered as cancelled when the flight number changes for the same route for which the passenger has a contract on a specific day and time;

'**Community carrier**' means an air carrier with a valid operating licence granted by a Member State in accordance with the provisions of Council Regulation (EEC) No 1008/08 of 24 September 2008 on licensing of air carriers;

'**extraordinary circumstances**' means circumstances which could not have been avoided even if all reasonable measures had been taken to avoid the flight delay or cancellation. Such circumstances may, in particular, occur in cases of political instability, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcomings and strikes that affect the operation of an operating air carrier. Extraordinary circumstances should be deemed to exist where the impact of an air traffic

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

International Tariff

Revised Page 42

management decision in relation to a particular aircraft on a particular day gives rise to a long delay, an overnight delay, or the cancellation of one or more flights by that aircraft

'final destination' means the destination on the ticket presented at the check-in counter or, in the case of directly connecting flights, the destination of the last flight; alternative connecting flights available shall not to be taken into account if the original planned arrival time is respected;

'great circle route method' means the shortest non-stop route flown by an aircraft between two points;

'Member State' 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 rule also applies to overseas departments, namely Guadeloupe, French Guyana, Martinique, Reunion Island, the Azores, Madeira and the Canary Islands;

'National Enforcement Body (NEB)' means the body that each Member State has nominated or created, whose role is to verify that air carriers traveling to and from that Member State are treating all passengers in accordance under this Tariff Rule.

'operating air carrier' means an air carrier that performs or intends to perform a flight under a contract with a passenger or on behalf of another person, legal or natural, having a contract with that passenger;

'person with reduced mobility' means any person whose mobility is reduced when using transport because of any physical disability (sensory or locomotory, permanent or temporary), intellectual impairment, age or any other cause of disability, and whose situation needs special attention and adaptation to the person's needs of the services made available to all passengers;

'reservation' means the fact that the passenger has a ticket, or other proof, which indicates that the reservation has been accepted and registered by the air carrier or tour operator;

'ticket' means a valid document giving entitlement to transport, or something equivalent in paperless form, including electronic form, issued or authorized by the air carrier or its authorised agent;

'volunteer' means a person who has presented himself for boarding under the conditions mentioned in paragraph A(2)(b) and responds positively to the air carrier's call for passengers prepared to surrender their reservation in exchange for benefits.

(2) Application

The following general conditions apply:

- a) the provisions of this tariff rule are applicable only to flights departing from an airport in the EU and, unless passengers received benefits or compensation and were given assistance in the originating non-EU country, to flights operated by a Community carrier departing from an airport located outside the EU and going to an airport in the EU;
- b) to be entitled to the assistance described below, a passenger must either:
 - (i) (aa) have a confirmed reservation on the flight concerned; and
 - (bb) except in the case of a flight cancellation, have presented himself/herself for check-in as stipulated and at the time indicated in advance and in writing or electronically, or, if no time is indicated, not later than 45 minutes before the published departure time;

or

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

- (ii) have been transferred by an air carrier from the flight for which he held a reservation to another flight, irrespective of the reason;
- c) to be entitled to the assistance described herein, passengers must be travelling at a fare available directly or indirectly to the public, or on tickets issued under a frequent flyer program or other commercial programs;
- d) passengers who are travelling free of charge are not entitled to the assistance described within this Rule;
- e) distances shall be measured by the great circle route method;
- f) a flight diversion en route generally does not constitute a flight cancellation of original flight and no compensation is awarded;
- g) in cases of flight delays, flight cancellations or denied boarding (unless the passenger has volunteered to surrender his/her reservation), the assistance and right to compensation described herein will apply without prejudice to any rights to further compensation the passenger may have under applicable law, although the compensation granted may be deducted from such compensation;
- h) operating air carriers shall give priority to carrying persons with reduced mobility and any persons or certified service dogs accompanying them, as well as unaccompanied children;
- i) in cases of delays of any length, flight cancellations or denied boarding, persons with reduced mobility and any persons accompanying them, as well as unaccompanied children, shall have the right to care provided to them as soon as possible and in accordance with the conditions mentioned below;
- j) in providing benefits to passengers in accordance with their right to care, the operating air carrier shall pay particular attention to the needs of persons with reduced mobility and any persons accompanying them, as well as to the needs of unaccompanied children;
- k) any compensation or reimbursement paid to a passenger in accordance with the terms of this tariff rule shall be paid either in cash, by electronic bank transfer, bank orders or bank cheques or, with the signed agreement of the passenger, in travel vouchers and/or other services.

(B) Delays

(1) Delay Compensation

Except for assistance and right to care, as described below, there is no compensation in the event of a flight delay.

(2) Assistance and Right to Care in the Event of a Flight Delay

- a) When the operating air carrier reasonably expects a flight to be delayed beyond its scheduled time of departure:
- (i) for two hours or more in the case of flights of 1500 kilometres or less; or
- (ii) for three hours or more in the case of all intra-EU flights of more than 1500 kilometres and of all other flights between 1500 and 3500 kilometres; or
- (iii) for four hours or more in the case of all flights not falling under (i) or (ii), the operating air carrier will offer the passenger free of charge:
- (aa) meals and refreshments in a reasonable relation to the waiting time; and
- (bb) two telephone calls, telex or fax messages, or e-mails.
- b) When the operating air carrier reasonably expects a flight to be delayed until at least the day after the previously announced time of departure, in addition to the assistance described above, the operating air carrier will offer the passenger:
- (i) hotel accommodation in cases
- (aa) where a stay of one or more nights becomes necessary, or

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

- (bb) where a stay additional to that intended by the passenger becomes necessary; and
- (ii) transport between the airport and place of accommodation (hotel or other).
- c) When the delay is at least five hours and the passenger decides not to travel on the delayed flight, in addition to the benefits and assistance described above in paragraphs B(2)(a) and (b), the operating air carrier will offer the passenger reimbursement within seven days for the full cost of his/her ticket, at the price at which it was bought, for the part(s) of the journey not made, and for the parts(s) already made if the flight is no longer serving any purpose in relation to his/her original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity.
- d) The assistance described in this section B shall be offered to passengers within the time limits set out above in paragraph B (2) (a) with respect to with each distance bracket.

(C) Cancellations

(1) Flight Cancellation Reimbursement or Re-routing

- a) If a passenger's flight is cancelled, the operating air carrier will offer him/her a choice between the following:
 - (i) reimbursement within seven days of the cancellation for the full cost of his/her ticket, at the price at which it was bought, for the part or parts of the journey not made, and for the parts already made if the flight is no longer serving any purpose in relation to his/her original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity; or
 - (ii) re-routing, under comparable transport conditions, to the passenger's final destination, at the earliest opportunity; or
 - (iii) re-routing, under comparable transport conditions, to his/her final destination at a later date at his/her convenience, subject to availability of seats.
- b) When, in the case where a town, city or region is served by several airports, an operating air carrier offers a passenger a flight to an airport different from the one for which the booking was made, the operating air carrier shall bear the cost of transferring the passenger from that alternative airport either to the airport for which the booking was originally made, or to another close-by destination as agreed upon with the passenger.

(2) Assistance and Right to Care in the Event of a Flight Cancellation

- a) In addition to the options of reimbursement or re-routing described above, the operating air carrier will offer the passenger whose flight has been cancelled, free of charge:
 - (i) meals and refreshments in a reasonable relation to the waiting time; and
 - (ii) two telephone calls, telex or fax messages, or e-mails.
- b) In the event of re-routing in connection with the passenger's cancelled flight, if the reasonably expected time of departure of the new flight is at least the day after the departure as it was planned for the cancelled flight, the operating air carrier will also offer the passenger:
 - (i) hotel accommodation in cases
 - (aa) where a stay of one or more nights becomes necessary, or
 - (bb) where a stay additional to that intended by the passenger becomes necessary; and
 - (ii) transport between the airport and place of accommodation (hotel or other).

(3) Cancellation Compensation

- a) In the event that the operating air carrier cancels a flight the passenger is entitled to compensation as follows:

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE

EFFECTIVE DATE

July 10, 2019

(As per CTA SPN# [])

July 15, 2019

International Tariff

Revised Page 45

- (i) EUR 250 (or CAD equivalent) for all flights of 1500 kilometres or less;
 - (ii) EUR 400 (or CAD equivalent) for all intra-EU flights of more than 1500 kilometres, and for all other flights between 1500 and 3500 kilometres;
 - (iii) EUR 600 (or CAD equivalent) for all flights not falling under (i) or (ii) of this paragraph.
- b) The operating air carrier may reduce the compensation described at paragraph C(3)(a) above by 50 percent when the passenger is offered re-routing to his/her final destination on an alternative flight as described above in subparagraphs C(1) (a)(ii) thru (iii), and arrival time of the re-routed flight does not exceed the scheduled arrival time of the flight originally booked:
- (i) by two hours, in respect of all flights of 1500 kilometres or less; or
 - (ii) by three hours, in respect of all intra-EU flights of more than 1500 kilometres and for all other flights between 1500 and 3500 kilometres; or
 - (iii) by four hours, in respect of all flights not falling under (i) or (ii) of this paragraph.
- c) In determining the distance, the basis shall be the last destination at which the cancellation will delay the passenger's arrival after the scheduled time.

NOTE: EUR amounts are to be converted to the CAD equivalent at the Banker's Buying Rate in effect on the date that compensation was provided.

(4) Exceptions

A passenger will not be entitled to receive the conditions and/or compensation in accordance with paragraphs C(1), (2) or (3) when:

- a) the passenger is informed of the cancellation at least two weeks before the scheduled time of departure; or
- b) the passenger is informed of the cancellation between two weeks and seven days before the scheduled time of departure and is offered re-routing, allowing the passenger to depart no more than two hours before the scheduled time of departure and to reach his/her final destination less than four hours after the scheduled time of arrival; or
- c) the passenger is informed of the cancellation less than seven days before the scheduled time of departure and is offered re-routing, allowing the passenger to depart no more than one hour before the scheduled time of departure and to reach his/her final destination less than two hours after the scheduled time of arrival; or
- d) the operating air carrier can prove that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

(D) Denied Boarding**(1) Definition**

'denied boarding' means a refusal to carry passengers on a flight, although they have presented themselves for boarding under the conditions mentioned in paragraph A(2)(b), except where there are reasonable grounds to deny boarding, such as reasons of health, safety, security or inadequate travel documentation.

(2) Request for Volunteers

Before an operating air carrier denies boarding on a flight, it will first call for volunteers to surrender their reservations in exchange for mutually agreed upon benefits which the volunteer will receive in addition to the assistance described in paragraph D(5) below.

(3) Boarding Priorities (Applicable to departures from Canada only)

- a) In the event there are not enough volunteers, other passengers may be involuntarily denied boarding. Passengers with confirmed reservations who have not received a

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

International Tariff

Revised Page 46

boarding pass will be permitted to board in the following order until all available seats are occupied:

- (i) Persons with reduced mobility, unaccompanied children under 12 years of age and others for whom, in the operating air carrier's assessment, failure to carry would cause severe hardship;
- (ii) Passengers paying First, Executive or full economy class fares;
- (iii) All other passengers, including tour conductors accompanying a group. These passengers will be accommodated in the order in which they present themselves for check-in.

(4) Involuntary Denied Boarding Compensation

- a) If an insufficient number of volunteers comes forward, and an operating air carrier denies boarding to a passenger against his/her will, the operating air carrier will immediately compensate the passenger the following and offer assistance as described below in paragraphs D(5) and (6):
 - (i) EUR 250 (or CAD equivalent) for all flights of 1500 kilometres or less;
 - (ii) EUR 400 (or CAD equivalent) for all intra-EU flights of more than 1500 kilometres, and for all other flights between 1500 and 3500 kilometres;
 - (iii) EUR 600 (or CAD equivalent) for all flights not falling under (i) or (ii) of this paragraph
- b) The operating air carrier may reduce the compensation described in paragraph D(4)(a) above by 50 percent when the passenger is offered re-routing to his/her final destination on an alternative flight as described below in paragraph D(5), and arrival time of the re-routed flight does not exceed the scheduled arrival time of the flight originally booked:
 - (i) by two hours, in respect of all flights of 1500 kilometres or less; or
 - (ii) by three hours, in respect of all intra-EU flights of more than 1500 kilometres and for all other flights between 1500 and 3500 kilometres; or
 - (iii) by four hours, in respect of all flights not falling under (i) or (ii) of this paragraph.
- c) In determining the distance, the basis shall be the last destination at which the denial of boarding will delay the passenger's arrival after the scheduled time.

NOTE: EUR amounts are to be converted to the CAD equivalent at the Banker's Buying Rate in effect on the date that compensation was provided.

(5) Denied Boarding Reimbursement or Re-routing

- a) The operating air carrier will offer all passengers who are denied boarding, whether voluntarily or involuntarily, a choice between the following:
 - (i) reimbursement within seven days of denied boarding of the full cost of their ticket, at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant, a return flight to the first point of departure, at the earliest opportunity; or
 - (ii) re-routing, under comparable transport conditions, to the passenger's final destination, at the earliest opportunity; or
 - (iii) re-routing, under comparable transport conditions, to the passenger's final destination at a later date at their convenience, subject to availability of seats.
- b) When, in the case where a town, city or region is served by several airports, an operating air carrier offers a passenger a flight to an airport different from the one for which the booking was made, the operating air carrier shall bear the cost of transferring the passenger from that alternative airport either to the airport for which the booking

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# []))

EFFECTIVE DATE
July 15, 2019

was originally made, or to another close-by destination as agreed upon with the passenger.

(6) Assistance and Right to Care in the Event of Denied Boarding

- a) If a passenger is denied boarding against his/her will, the operating air carrier will offer the passenger, free of charge:
- (i) meals and refreshments in a reasonable relation to the waiting time;
 - (ii) hotel accommodation in cases
 - (aa) where a stay of one or more nights becomes necessary, or
 - (bb) where a stay additional to that intended by the passenger's becomes necessary;
 - (iii) transport between the airport and place of accommodation (hotel or other); and
 - (iv) two telephone calls, telex or fax messages or e-mails.

(E) Upgrading and Downgrading

(1) Upgrading

The operating air carrier may not request any supplementary payment from a passenger if it places a passenger in a class higher than that for which his/her ticket was purchased.

(2) Downgrading

A passenger placed in a class lower than that for which his/her ticket was purchased is entitled to receive the following reimbursement within seven days of the change:

- a) 30 percent of the ticket price for all flights of 1500 kilometres or less;
- b) 50 percent of the ticket price for all intra-EU flights of more than 1500 kilometres, and for all other flights between 1500 and 3500 kilometres; or
- c) 75 percent of the ticket price for all flights not falling under (a) or (b) of this paragraph (E) (2).

(F) Right to Information

(1) The operating air carrier shall provide each passenger affected by denied boarding or a flight cancellation, or a flight delay of 2 hours or more with a written notice that sets out the rules for compensation and assistance in line with this Tariff Rule and the contact details of the appropriate National Enforcement Body (NEB).

NOTE: Passengers travelling from/to Canada, may seek recourse through the Canadian Transportation Agency.

(2) In respect of blind and visually impaired persons, the provisions of paragraph F(1) shall be applied using appropriate alternative means.

The requests for refund/compensation must be sent, filling in the web form on:

<https://www.airitaly.it/section/customer-care-claim/en/>

Rule 95: Substitution of Aircraft

(A) General

1. If an operating air carrier places a passenger in a class higher than that for which the ticket was purchased, it may not request any supplementary payment.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

2. If an operating air carrier places a passenger in a class lower than that for which the ticket was purchased, it shall within seven days, by the means provided for in Article 7(3), reimburse
- a) 30 % of the price of the ticket for all flights of 1500 kilometres or less, or
 - b) 50 % of the price of the ticket for all intra-Community flights of more than 1500 kilometres, except flights between the European territory of the Member States and the French overseas departments, and for all other flights between 1500 and 3500 kilometres, or
 - c) 75 % of the price of the ticket for all flights not falling under (a) or (b), including flights between the European territory of the Member States and the French overseas departments.

Rule 105: Passenger Rights

(A) General

The following principles are to be interpreted in accordance with any additional service standard commitments which are set out in Reg. (EC) 261/04 and Montreal Convention 1999.

The right to information

1. The passenger has a right to information on flight times and schedule changes. The carrier will make reasonable efforts to inform the passenger of delays and schedule changes and, to the extent possible, the reason for such delay or change.

The right to take the flight passenger paid for

2. The passenger has the right to take the flight he or she paid for. If the plane is over-booked or cancelled the carrier will: see above Rule 90: Flight Delays, Cancellations, Schedule Changes and Denied Boarding.

The right to punctuality

3. The passenger has the right to punctuality. The carrier will undertake to do the following: see above **Rule 90: Flight Delays, Cancellations, Schedule Changes and Denied Boarding**

The right to retrieve baggage quickly

4. The passenger has the right to retrieve his or her baggage quickly. If the baggage does not arrive on the same aircraft as the passenger, the carrier will take steps to deliver the baggage to the passenger's residence/hotel as soon as possible. The carrier will take steps to inform the passenger on the status of the baggage and will ensure the passenger has their incidentals covered. Compensation will be provided as per the provisions of Montreal Convention 1999.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

5. Nothing in this rule would make the carrier responsible for acts of nature or acts of third parties. The carrier cannot be held responsible for inclement weather or the action of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or Custom and Immigration officials.

Rule 110: Refusal to Transport

(A) Refusal to Transport – Removal of Passenger

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

1. Government Requests, Regulations and Force Majeure

Whenever it is necessary or advisable to:

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

2. Search of Passenger and Property

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

3. Proof of Identity/Age

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

Applicable only to travel from Canada:

Note: The carrier is required to screen each passenger by looking at the passenger, and in particular the passenger's entire face

4. Immigration or Other Similar Considerations

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

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

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

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

6. Passenger's Condition

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

(a) When the passenger's actions or inactions prove to the carrier that his/her mental, intellectual or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment en route unless:

- i. the passenger is accompanied by a personal attendant who will be responsible for assisting with the passenger's needs en route such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier; and,
- ii. the passenger complies with requirements of Rule 71 of this tariff, Carriage of Persons with Disabilities.

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

(b) When the passenger has a contagious disease.

Medical clearance

(c) 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. In these circumstances, the carrier can require the passenger to provide a medical certificate that then must be accepted by the carrier's 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:

For air transport purposes, a passenger is considered Pregnant (PREG): beyond the 36th week (8 months) of pregnancy in normal situation; beyond the 28th week of pregnancy for known complications or multiple expected birth. When a passenger is classified as PREG, a written flight authorization signed by a doctor is required.

Medical certificate must be issued within 7 days of the departure flight date granting a waiver for travel if the due date is expected within 4 weeks following the scheduled flight, if the pregnancy has had complications, if the pregnancy is a twin birth.

The certificate must state that the physician has examined the patient and found her to be physically fit for travel by air and the certificate must state the estimated date of birth.

Travelling by air is not advisable for women who have given birth within 7 days before flight or expect to do so within 7 days after the flight.

Ticket change fees and penalties cannot be waived for pregnancy.

7. Failure to Provide a Suitable Escort

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

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

International Tariff

Revised Page 51

However, the carrier will accept escorted passengers under the following conditions when the passenger appears to be mentally incapacitated and under care of a psychiatric institution or in custody of law enforcement personnel or other responsible authority:

- a. Medical authority furnishes assurance, in writing, that an escorted mental patient can be transported safely.
- b. The number of escorted passenger(s) is limited on a flight.
- c. Request for carriage is made at least 48 hours before scheduled departure.
- d. The escort must accompany the escorted passenger at all times.
- e. Passenger in custody of law enforcement personnel or other responsible authority must be manacled

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

1. Prohibited Conduct

Without limiting the generality of the preceding provisions, the following constitutes prohibited conduct where it may be necessary, in the reasonable discretion of the carrier, to take action to ensure the physical comfort or safety of the person, other passengers (in the future and present) and/or the carrier's employees; the safety of the aircraft; the unhindered performance of the crew members in their duty 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 his/her duties, or otherwise jeopardize safe and adequate flight operations.
- c. The person's conduct involves any hazard or risk to their self or other persons (including travel involving pregnant passengers or unborn children) or to property.
- d. The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
- e. The person is unable or unwilling to sit in his/her assigned seat with the seat belt fastened.
- f. The person smokes or attempts to smoke in the aircraft.
- g. The person uses or continues to use a cellular phone, a laptop computer or another electronic device on board the aircraft after being advised to stop such use by a member of the crew.
- h. The person is barefoot.
- i. 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.
- j. The person has resisted or may reasonably be believed to be capable of resisting escorts.

Captain may refuse carriage or onward carriage of any passenger if, in the exercise of his reasonable discretion, the Captain finds it necessary: for reasons of safety, or in order to prevent violation of any applicable laws, regulations, or orders of any State or country to be

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

flown from, into or over, or because the conduct, age, or mental or physical state of the passenger is such as to: cause discomfort or make himself objectionable to other persons or to property, or involve any hazard or risk to himself or to other persons or to property, or because the passenger has failed to observe the instructions of AIR ITALY

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

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

(C) Recourse of the Passenger/Limitation of Liability

1. The carrier's liability in case of refusal to carry a passenger for a specific flight or removal of a passenger en route for any reason specified in the foregoing paragraphs will be limited to the recovery of the refund value of the unused portion of the passenger's ticket
2. Notwithstanding the foregoing paragraph, passengers and their baggage will be entitled to all other additional rights they may have under this tariff or elsewhere or any legal rights that international passengers may have pursuant to international conventions (e.g., Reg. (EC) 261/04 or the [Montreal Convention](#) 1999) and related treaties.
3. A person who is refused carriage for a period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the carrier, in writing, the reasons why he/she believes they no longer poses a threat to the safety or comfort of passengers or

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

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.

Rule 115: Passenger Expenses En Route

(A) General

The carrier will absorb passenger expenses en route which may include hotel accommodations, charges for communications, ground transfer services or meals other than those served on board an aircraft when the passenger's flight is delayed, cancelled, or overbooked.

(B) Application

Passenger is entitled to meals and refreshment in a reasonable relation to the waiting time, hotel accommodation if the flight is delayed of one or more days, transfer to and from the airport, two phone calls or e-mail messages or fax to be requested to the staff of the Airport Handler that offers assistance on behalf of AIRITALY.

Should the Air Carrier not be able to provide the assistance due to facts and/or circumstances that go beyond its control (exceptional circumstances) and the passenger provides for himself, the Air Carrier will refund the costs beared by the passenger within the following limits: a) stay and/or overnight stay in hotels corresponding to a 3 star category; b) meals and refreshment in a reasonable relation to the waiting time; c) transport between the airport and the place of accommodation.

In addition, passengers shall be offered free of charge two telephone calls, telex or fax messages, or e-mails.

The operating air carrier shall pay particular attention to the needs of persons with reduced mobility and any persons accompanying them, as well as to the needs of unaccompanied children.

Rule 120: Tickets

(A) General

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

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

5. The carrier does not permit the passenger to hold more than one confirmed reservation/ticket on the same departure flight/origin and destination for the same travel date.

(B) Validity for Carriage

1. **General:** When validated, the ticket is good for carriage from the airport of departure to the airport of destination via the route shown on the ticket, for the applicable class of service and is valid for the period of time referred to in 2 below. The passenger will be accepted for carriage on the date and flight segments for which a seat has been reserved. When flight segments are issued on an "open date" basis (see Rule 120(G) below), a seat will be reserved only when the passenger makes a reservation request with the carrier. The carrier's agreement to accept a reservation request is subject to the availability of space. The place and date of issue are then indicated on the ticket.
2. **Period of Validity:** Generally, the period of validity for transportation will be one year from the date on which transportation commences at the point of origin designated on the original ticket, or, if no portion of the ticket is used, one year from the date of issuance of the original ticket. However, certain fares may have different periods of validity. If this is the case, the specific rules associated with the fare will take precedence.
3. **Computation of the Ticket Validity:** When computing the ticket validity i.e., the minimum/maximum stays and any other calendar periods set out in the ticket, the first day to be counted will be the day following the date that transportation commenced or that the ticket was issued.
4. **Expiration of Validity:** Tickets expire at midnight on the last day of validity based on where the ticket was issued.

(C) Extension of Ticket Validity

1. **Carrier's Operations:** If a passenger is prevented from travelling within the period of validity of his/her ticket because the carrier:
 - a. Cancels the flight upon which the passenger holds confirmed space;
 - b. Omits a scheduled stop, provided this is the passenger's place of departure, place of destination, or place of stopover;
 - c. Fails to operate a flight reasonably according to schedule;
 - d. Causes the passenger to miss a connection;
 - e. Substitutes a different class of service;
 - f. Is unable to provide previously confirmed space.
2. The carrier will, without collecting any additional fare, extend the validity of the passenger's ticket until the passenger can travel on the first flight of the carrier, in the class of service which the passenger's fare was paid, and for which space is available. Validity can only be extended up to 30 days.
3. **Lack of Space:** If the passenger who is in possession of a ticket is prevented from travelling within the period of validity of his/her ticket because the carrier is unable to provide space, the validity of the passenger's ticket will be extended until he/she can be re-accommodated on the first flight which has space available in the same class of service which the passenger had originally paid to travel.

(D) Coupon Sequence

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

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

(E) Open Tickets

If a ticket or a flight coupon is issued without a specific seat on a flight being reserved in the carrier's reservation system, i.e., left open, space may be later reserved subject to the tariff conditions of the purchased fare and provided space is available on the flight requested.

(F) Non-transferability

A ticket is not transferable.

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

(G) Invalidated Tickets

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

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

Part IV – After Travel

Rule 126: Limitations of Liability

(Applicable to International Transportation to and from Canada)

(A) Successive Carriers

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

(B) Laws and Provisions Applicable

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

1. The carrier shall be liable under [Article 17 of the Warsaw Convention](#) or [Montreal Convention](#), whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:
 - (a) The carrier shall not be able to exclude or limit its liability for damages not exceeding 113,100 Special Drawing Rights for each passenger.
 - (b) The carrier shall not be liable for damages to the extent that they exceed 113,100 Special Drawing Rights for each passenger if the carrier proves that:

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

- (i) Such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or
 - (ii) Such damage was solely due to the negligence or other wrongful act or omission of a third party.
 - (c) The carrier reserves all other defenses and limitations available under the [Warsaw Convention](#) or the [Montreal Convention](#), whichever may apply, to such claims including, but not limited to, the exoneration defense of [Article 21 of the Warsaw Convention](#) and [Article 20 of the Montreal Convention](#), except that the Carrier shall not invoke [Articles 20 and 22\(1\) of the Warsaw Convention](#) in a manner inconsistent with paragraphs 1 and 2 hereof.
 - (d) With respect to third parties, the Carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.
 - (e) The carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.
2. In cases of bodily injury or death, the carrier shall make an advance payment where the Carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:
- (a) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the Carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the Carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the Carrier in its sole discretion.
 - (b) The Carrier shall make the advance payment as an advance against the Carrier's liability under the [Warsaw Convention](#), or the [Montreal Convention](#), whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.
 - (c) The Carrier, in making an advance payment, does not waive any rights, defenses, or limitations available under the [Warsaw Convention](#), or the [Montreal Convention](#), whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
 - (d) The Carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of the Carrier.
 - (e) The Carrier may recover an advance payment from any person where it is proven that the Carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.

Liability in the case of passenger delay

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

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

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

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

4. The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:
- a) Except as provided below, the liability of the Carrier is limited to 1,131 Special Drawing Rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the passenger proves otherwise:
 - (i) All baggage checked by a passenger shall be considered to be the property of that passenger;
 - (ii) A particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger; and
 - (iii) Unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
 - b) If a passenger makes, at the time checked baggage is handed to the Carrier, a special declaration of interest and has paid a supplementary sum, if applicable, the Carrier will be liable for destruction, loss, damage, or delay of such checked baggage in an amount not exceeding the declared amount, unless the Carrier proves that the declared amount is greater than the passenger's actual interest in delivery at destination. The declared amount, and the Carrier's liability, shall not exceed the total amount of declaration permissible under the Carrier's regulations, inclusive of the limitation of paragraph (B)4(a) hereof. In the case of transportation under the [Warsaw Convention](#), no supplementary sum shall apply unless the declared amount exceeds 19 Special Drawing Rights per kilogram of the total recorded weight of the checked baggage at the time the baggage is handed to the Carrier.
Note: this provision is not applicable to a person with a disability's mobility aid.
 - c) In the case of unchecked baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
 - d) The carrier is liable for the damage sustained in case of destruction or loss of, or damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. Further, the carrier's liability for the destruction, loss, damage or delay of baggage is

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

International Tariff

Revised Page 58

subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation of defense recognized by a Court with proper jurisdiction over claim.

- e) The Carrier reserves all defenses and limitations available under the [Warsaw Convention](#) and the [Montreal Convention](#), whichever may apply to such claims including, but not limited to, the defense of [Article 20 of the Warsaw Convention](#) and [Article 19 of the Montreal Convention](#), and the exoneration defense of [Article 21 of the Warsaw Convention](#) and [Article 20 of the Montreal Convention](#), except that the Carrier shall not invoke [Article 22\(2\) and 22\(3\) of the Warsaw Convention](#) in a manner inconsistent with paragraph 1 hereof. The limits of liability shall not apply in cases described in [Article 25 of the Warsaw Convention](#) or [Article 22\(5\) of the Montreal Convention](#), whichever may apply.

Mobility Aids

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

In the event that a mobility aid is lost or damaged as a result of the fault or negligence of the carrier:

- a) The air carrier will immediately provide a suitable temporary replacement without charge;
- b) If a damaged aid can be repaired, in addition to (a) above, the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;
- c) If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the carrier will in addition to (a) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

Service Dogs

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.

(C) Time Limitations on Claims and Actions

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

(D) Notices

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

ISSUE DATE
July 10, 2019

(As per CTA SPN# [])

EFFECTIVE DATE
July 15, 2019

The carrier will provide each passenger whose transportation is governed by the Reg. (EC) 261/04 or the [Montreal Convention](#) 1999 with the following notices:

1. 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 Reg. (EC) 261/04 or international treaties known as [Montreal Convention](#) 1999, 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. "Limits of liability: the applicable limits of liability for your journey on a flight ticketed by this carrier are:

1. There are no financial limits for death or bodily injury and the air carrier may make an advance payment to meet immediate economic needs of the person entitled to claim compensation;
2. In the case of destruction, loss of, or damage or delay to baggage, 1,131 Special Drawing Rights per passenger in most cases. You may benefit from a higher limit of liability for loss of, damage or delay to baggage by making at check-in a special declaration of the value of your baggage and paying any supplementary fee that may apply. Alternatively, if the value of your baggage exceeds the applicable limit of liability, you should fully insure it before you travel;
3. In the case of delay to your journey, 4,694 Special Drawing Rights per passenger.

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

(E) Overriding Law

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

(F) Modification and Waiver

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

(G) Gratuitous Transportation

The provisions of this rule shall not apply to passengers travelling free of charge or at a reduced fare not available directly or indirectly to the public. However, it shall apply to passengers having tickets issued under a frequent flyer program or other commercial program by an air carrier or tour operator, and passengers who are attendants accompanying a passenger with a disability.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

Rule 130: Refunds

(A) General

1. The passenger must present to the carrier or its authorized agent the unused flight coupons of a ticket, an itinerary/receipt, a record locator, or a reservation number as satisfactory proof that the passenger has unused portions of a ticket which are eligible for refund.
2. The carrier will make a refund to the person who purchased the ticket.
3. Acceptance of a refund by the passenger will release the carrier from further liability.
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 30 business days.

(B) Involuntary Refunds

1. Involuntary refunds are not subject to any restrictions contained in the applicable fare rule.
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 passenger will be refunded the difference between the one way fare applicable to the unused transportation from the point where the passenger terminated travel to the destination or next stopover point as named on the ticket or to the point at which transportation is to be resumed less the same rate of discount, (if travel is on a discount fare) that was applied to the original one way fare (including all charges). If the passenger was travelling on a round trip or circle trip ticket, the amount refunded would be based on the rate of discount of one half of the round trip fare
4. Involuntary refund of tickets shall be made in the currency used to issue the ticket and, in the country, where the ticket was purchased, whenever possible. However, Canadian dollar refunds or refunds in the currency of the country where the involuntary refund is necessary may be made at the request of the passenger provided a refund in such currency is not prohibited by local government foreign exchange control regulations.
5. In any instance where refunds are appropriate, the carrier will process requests in a timely manner and refund the fare in the original form of payment. The carrier will process refund requests within 30 business days for credit card and bank transfer purchases

(C) Voluntary Refunds

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

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

(D) Refunds in the Case of Death

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

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

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 5.

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