RULE 1: DEFINITIONS

For the purposes of this tariff, the following terms shall have the meaning set forth below:

Adult
Means an individual over 18 years of age as of the date that travel commences.

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.

Boarding Pass
Includes either a paper or electronic document issued by the carrier to the passenger and serves as a record that the passenger has checked in for their flight and permits the passenger to board the aircraft in which the air transportation service contracted shall be provided.

Call Center
Means the carrier's call center where support and assistance is provided to the passenger.

Carrier
Means ABC Aerolíneas, S.A. de C.V (d/b/a INTERJET).

Checked Baggage
Means baggage made available to the carrier, in order to be transported on the aircraft in an area designed specifically for this purpose and for which the carrier issues a baggage identification tag.

Confirmation Code
Means an alphanumeric code assigned by the carrier at the time of the contracting of the air transportation services by the passenger and which identifies the specific details of the service (flight /date /time, etc.)

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

E-Wallet
Means a monetary credit provided either in an electronic or paper format by the carrier to a passenger which may be used by the passenger toward the future purchase of travel services from the carrier.

Force Majeure
Means any unforeseeable circumstance beyond the carrier's control, the consequences of which could not have been avoided, including, but without limitation, meteorological and geological conditions, acts of god, strikes, riots, civil commotions, embargoes, war, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labor disputes, either actual threatened or reported.

Infant
Means an individual between 7 days and 2 years less one day old as of the date that travel commences.

International Flight
Means air transportation between the United Mexican States and a point in the territory of another country.

Itinerary:
Means a travel document(s) issued by the carrier or its agent to a passenger travelling on a ticket. The Itinerary contains the passenger's name, flight information, and confirmation code and notices relevant for the journey. This document is to be retained by the passenger during the entire journey.
Involuntary Refunds
Means a refund of an unused ticket or portion thereof or an unused miscellaneous charges order required as a result of the carrier cancelling a flight, failing to operate a flight according to schedule, failing to stop at a point to which the passenger is destined or is ticketed to stop over, or causing the passenger to miss a connecting flight, being unable to provide previously confirmed space, substituting a different type of equipment or class of service or where, because of safety or legal requirements or the condition or conduct of the passenger, carriage is refused.

Minor
Means an individual between 2 years and 18 years less one day old as of the date that travel commences.

Passenger
Means any individual, except members of the crew, carried or to be carried in an aircraft, with the consent of the carrier pursuant to this tariff.

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

Fare
The price to be paid by the passenger to the carrier for air travel from the point of origin to the destination point.

Sale Offices
Means the carrier's sales center from where support and assistance is provided to passengers and whose location(s) can be found on the carrier's website at: http://www.interjet.com/oficinasdeventa.aspx

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

Ticket
Means either a paper or electronic document issued by or on behalf of the carrier which serves as evidence of payment of air fare and constitutes for the passenger proof of their contract of the services.

Unchecked baggage
Means baggage (carry-on) accompanying the passenger on board the cabin of the aircraft in accordance with international regulations and within the carrier's size and weight limitations.

RULE 2: APPLICATION OF TARIFF

2.1 General
- The purpose of this tariff is to establish the terms and conditions under which the carrier will transport passengers and their accompanying baggage using aircraft operated by the carrier, in exchange for the payment of the corresponding fare.
- This tariff sets out the rights and responsibilities assumed and accepted by the passenger upon the contracting of this service.
- This tariff is applicable to the transportation of passengers and their accompanying baggage by the carrier.
• Air transportation will be subject to the rules, fares and charges published or referred to in this tariff and in effect on the date which the ticket is issued unless otherwise provided by law.

• 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.

• The carrier undertakes to use its best efforts to transport passengers and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and are not part of this tariff. The carrier may, without notice, substitute alternate carriers or aircraft and may alter or omit stopping places shown on the Ticket in case of necessity. Schedules are subject to change without prior notice. The carrier assumes no responsibility for making connections.

• The passenger shall comply with government travel requirements, present exit, entry and other required documents and arrive at the airport by the time established by the carrier, or if no time is fixed, early enough to complete departure procedures.

• International travel will be subject to the rules and limitations relating to liability established by, and to all other provisions of the convention. Any provisions of this tariff which are inconsistent with any provision of the convention will, to that extent, but only to that extent, be inapplicable to International travel.

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

2.2 Gratuitous Carriage
With respect to gratuitous carriage, the carrier reserves the right to exclude the application of all or any part of this tariff, except for the provisions of the convention.

RULE 3: PRIVACY AND USE OF PERSONAL INFORMATION

3.1 Purpose of Collection and Safeguarding of Information
All passenger information collected by the carrier shall be used only for the following purposes:
• To provide the required services and products.
• To inform passengers of new or potential changes in products or services related to the contracted services.
• To meet the carrier’s agreed obligations to passengers, authorities and/or clients.
• To evaluate the quality of the carrier’s service.
• To conduct interviews and/or telephone surveys and/or e-mailing for the purpose of obtaining information on consumer habits.

In addition, every passenger who contracts with the carrier to provide transportation services on international flights must provide the name and telephone number of an emergency contact. The information provided shall remain in the carrier’s system for the duration of the flight segment after which it will be deleted by the carrier.

3.2 Consent
The passenger agrees and accepts that, at the time of entering its information and using the carrier's website and/or purchasing its services, it is consenting to the collection and use of the information collected in compliance with applicable laws and only for the purposes stated in 3.1 above.

The passenger authorizes the carrier to provide their personal information to the aviation authority responsible for safety in the country of origin or destination upon request.
3.3 Withdrawal of Consent
A passenger may, at any time, withdraw its consent of the use of his/her personal information by submitting an email to: titular.arco@interjet.com.mx, in Spanish. The email must include the passenger's full name, Interjet club number (if applicable), telephone and physical or electronic address. The email must also include a digital (scanned) version of the passenger’s official identification. For any questions or clarifications, passengers may call +52 1 (722) 276-5400 Ext. 408

All requests will be addressed within twenty (20) business days. The response will be sent to the email address from which the original request was received.

3.4 Safeguarding of information
All passenger information collected by the carrier shall be protected and safeguarded by the carrier through security safeguards appropriate to the sensitivity of the information used only for the purposes stated in 3.1 above.

RULE 4: APPLICATION OF FARES AND CHARGES

4.1 General
Applicable fares are those published by or on behalf of the carrier. Fares and charges will apply only to air transportation between the points named on the ticket. Ground transfer services, unless otherwise stated in this tariff, will be arranged by the passenger and at his/her own expense and are not subject to the terms of this tariff. The passenger will be obliged to pay the fare for the service contracted and comply with the terms and conditions of this tariff.

4.2 Fares in effect
Subject to government requirements and this tariff: the applicable fare is the fare in effect on the date which the ticket is issued.

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:

- 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.
- 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.

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.

4.3 Taxes and Charges
Any tax, duty or charge imposed by federal, state or local governments or other authorities, or by the operator of an airport, in respect of a passenger or the use by a passenger of any service or facilities will be in addition to the published fares and charges will be payable by the passenger in full, together with the fare.

4.4 Changes
Passengers may make changes to the ticket (such as the route, name, time and/or date of flight), subject to:

- Availability of space on the proposed new flight and
- Depending on the type of fare purchased and payment of the applicable fee, if any see Rule 7.2).
4.5 Currency of fares
All fares and charges are stated in Canadian currency for travel commencing in Canada and in Mexican pesos for travel commencing in Mexico. The fares and charges for travel commencing outside of Canada and Mexico are stated in United States Dollars, except to the extent that IATA rules provide for the establishment of fares in another currency.

RULE 5: TAXES

5.1 General
Taxes will be shown separately on the ticket. 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 6: METHODS OF PAYMENT

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

1. Cash in currencies acceptable to the carrier.
2. Credit card.
3. Bank debit card, where facilities permit.
4. Redeemable Club Interjet travel points/miles.

RULE 7: CLASSES OF SERVICE

7.1 Classes of Service
Service is provided to all passengers in all economy class cabins. All passengers, regardless of fare type purchased will be provided with a complimentary snack and beverage service (including beer and alcohol and when flight times permit).

7.2 Additional benefits
Depending on the fare type purchased, the passenger will be entitled to the additional following benefits:

**Priority**
Passengers travelling on Priority fares will be provided the following:

1. Designated preferred seating in the first two (2) rows on the aircraft.
2. Separate check in facilities when airport space and staffing permits.
3. Two (2) free pieces of checked baggage.
4. Flexibility to make name and itinerary (subject to availability) changes to Tickets up to 4 hours prior to departure free of charge.
5. Fully refundable ticket.

**Optima**
Passengers travelling on Optima fares will be provided the following:

1. Designated preferred seating in two (2) – fourteen (14) of the aircraft.
2. Advance seat selection (including emergency exit row seating), subject to availability and payment of the applicable fee.
3. One (1) free piece of checked baggage.
4. Flexibility to make name and itinerary (subject to availability) changes to Tickets subject to payment of the applicable fees:
   - Itinerary Change (between 4 -24 prior to flight departure time): CAD$79.
   - Itinerary Change (at least 24 prior to flight departure time): CAD$115.
   - Passenger Name Change: CAD$67.

**Light**

Passengers travelling on Light fares will be provided the following:

1. Advance seat selection (including emergency exit row seating), subject to availability and payment of the applicable fee.
2. Flexibility to make changes to itinerary changes subject to availability and payment of the applicable fees:
   - Itinerary Change (between 4 -24 prior to flight departure time): CAD$48.
   - Itinerary Change (at least 24 prior to flight departure time): CAD$48.
   - Passenger Name Change: CAD$48.

**RULE 8: CAPACITY LIMITATIONS**

8.1 General

A reservation for space on a given flight is valid only when:

- The availability and allocation of that space is confirmed by the carrier.
- The passenger has paid the appropriate fare and a ticket has been issued for that space.
- Confirmation Code has been issued for that space.

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 9: RESERVATIONS**

9.1 General

A passenger may make a reservation which the carrier will hold for twenty-four (24) hours subject to payment of the applicable fee of CAD $11 (the "Reservation Fee"). This Reservation Fee is payable when (and only if) the reservation is confirmed by the passenger and is in addition to applicable fare.

Once a reservation is confirmed by the passenger through payment of the applicable fare, a confirmation code and 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 selected flight(s). The ticket will be subject to passenger compliance with check-In time limits set out in Rule 9.4 below and will only apply between the points named on the ticket and the flight coupons that are presented.

9.2 Seat Allocation

The carrier does not guarantee the assignment of any particular space on the aircraft. Seat allocation will be set out in the passenger's boarding pass and will depend on the type of fare purchased. The carrier may, for operational and/or safety reasons, or to accommodate passengers with special needs and disabilities, change the seat assignment when boarding the aircraft. In such a case, the carrier will ensure the change in seat assignment is made within the same fare category; otherwise, the passenger will be entitled to claim compensation equal to the difference in the price of the fare paid and the fare corresponding to the new seat assignment.

Advance seat selection is available based on the fare purchased as follows:
Light Fare:
Seat selection may be made in advance for a fee of CAD $13 except for an exit row seat for which the applicable fee would be CAD $39

Optima Fare:
Seat selection may be made in advance at no charge except for an exit row seat for which the applicable fee would be $13 CAD

Priority Fare:
Seat selection (limited to rows 1 and 2 of the aircraft) may be made in advance at no charge.

9.3 Cancellation of a ticketed reservations
The carrier will cancel a reservation of any passenger for which a confirmation code and ticket have been issued:
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 Rule 9.4 below; or
5. When the purchase has been made through a fraudulent payment method.

9.4 Check-in
Passengers must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process.

Passengers should check-in three (3) hours in advance for international Flights.

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.

At the time of check-in, passengers may be required to provide their confirmation code and must provide official identification (including a photo), without which a boarding pass will not be issued and the passenger's baggage will not be checked-in.

For international flights, passengers will be required to have a valid passport, as well as any the visa or permit, if required, by the immigration authorities of the destination country.

9.5 Boarding
The passenger must be available for boarding at the corresponding boarding gate no less than fifty (50) minutes prior to the departure time provided for in the boarding pass.

The carrier is not liable to the passenger for loss or expense due the passenger's failure to comply with this provision.

Passengers must show their boarding pass and official identification to the carrier personnel in order to be allowed to board the aircraft. If the passenger fails to do this, the carrier may deny boarding to him/her.

RULE 10: BAGGAGE ACCEPTANCE

10.1 General
The carrier will accept for transportation as baggage, any good that is necessary or appropriate for the wear, use and comfort, or convenience of the passenger for the purpose of the trip, subject to the following:
10.2 Checked baggage
The passenger shall be entitled to carry, free of charge, checked baggage depending on fare of the ticket purchased as follows:

<table>
<thead>
<tr>
<th>Fare Type</th>
<th>1st Bag</th>
<th>2nd Bag</th>
<th>3rd Bag</th>
</tr>
</thead>
<tbody>
<tr>
<td>Light</td>
<td>CAD$34</td>
<td>CAD$34</td>
<td>CAD$34</td>
</tr>
<tr>
<td>Optima</td>
<td>Free</td>
<td>CAD$34</td>
<td>CAD$34</td>
</tr>
<tr>
<td>Priority</td>
<td>Free</td>
<td>Free</td>
<td>CAD$34</td>
</tr>
</tbody>
</table>

*With a maximum weight of **25kg for each piece** of baggage.

The maximum weight per piece of checked baggage **must not exceed 30 kg**, and its dimensions must not be greater than **2.73 cubic meters each** (calculated as the sum of the measures of length, width and height). **Oversize baggage fees will apply** for checked baggage exceeding the maximum weight and dimensions (in accordance with Rule 10.3.2 below).

All sports equipment falling within the above weight and measurement limits will be considered as checked baggage falling into the above permitted allowance. If the passenger does not have, or has already used their free baggage allowance, **Excess baggage charges in accordance with Rule 10.3.1 below will apply**. **Oversize baggage fee will also be applicable** for sports equipment in excess of 25 kg (in accordance with Rule 10.3.2 below).

Once the carrier takes possession of the passenger’s checked baggage, the carrier shall issue a baggage identification tag for each piece of checked baggage. This baggage identification tag will consist of two parts; one will be given to the passenger while the other will be attached to the checked baggage. The portion given to the passenger must be retained and shown, upon request, to the carrier or airport personnel at the destination airport to claim the checked baggage at baggage claim.

Checked baggage will be transported on the same aircraft as the passenger unless the baggage is delayed for operating or security reasons and it needs to be transported on an alternative flight. In such case, the carrier will take the necessary steps to inform the passenger of the delay and the status of their checked baggage.

All checked baggage may be subject to inspection prior to transportation or shipment. When, as a result of said inspection, the carrier becomes aware that the passenger is carrying prohibited or illegal items, it shall notify the competent authorities to intervene and the checked baggage will not be transported.

The above provision **does not apply to wheelchairs and other assistive devices** for persons with disabilities.

10.3 Excess and oversize checked baggage

**Excess baggage**
- Baggage in excess of the free baggage allowance will be accepted by the carrier upon payment of the applicable charge of **CAD $34** per excess piece of baggage.
- The charge for the excess baggage is payable by the passenger prior to departure at the point of check-in.
- Under no circumstances will any piece of baggage exceeding 30 kilograms or 2.73 cubic meters (calculated as the sum of the dimensions of length, width and height) be accepted as checked baggage for transportation by the carrier. The carrier shall not be liable to the passenger for any loss or expense incurred as a result of the passenger’s failure to comply with this provision.
Oversize baggage

- Checked baggage exceeding the regular baggage weight limit will be subject to an oversize baggage fee in the amount of CAD$7 per kg in excess of the 25 kg limit to a maximum weight of 30 kg.
- Wheelchairs and other assistive devices for persons with disabilities will not be considered as baggage for the purposes of baggage weight allowances and no excess baggage charges will be applied for such items.

10.4 Prohibited items in checked baggage

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

- Objects which are likely to endanger the aircraft, 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. They include but are not limited to the following:
  1. Flammable liquids or gases (gasoline, paint, gas charges).
  2. Firearms or explosives (ammunition, fireworks, signal flare, stun guns).
  3. Industrial or household products (bleach, aerosols, mercury or solvents).
  4. Matches or lighters.
  5. Corrosives (acids, wet batteries, etc.).
  6. Irritants.
  7. Magnetized materials.
  8. Oxidizing materials (such as peroxide).
 10. Chemical substances.
 11. Portfolios or cases with installed alarm mechanisms.
 12. Poisons.
 14. Fire extinguishers and other compressed gas cylinders
 15. Lithium-ion batteries, including those installed on electric skates, self-balancing wheels, electric scooters.
 16. Samsung Galaxy Note7 devices.
- Items which are forbidden to be carried by the applicable laws, regulations or orders of any country to be flown to, from, or over.
- Items, which in the carrier's opinion are unsuitable for carriage because of their weight, size or shape.
- Firearms or ammunition, except as otherwise provided by the applicable law. In any case, it is forbidden to carry more than 5 kg of ammunition per passenger.
- Swords, knives and similar items.
- Fragile or perishable items, money, jewelry, precious metals, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents.

10.5 Valuables

The carrier does not accept in checked baggage, or when otherwise placed in the care of the carrier, valuables such as jewelry, personal documents, passports and other identification documents, precious metals or stones, works of art, value stocks, cash, computers, portable audio and/or video players, or any other electronic devices, as well as other items similar to those mentioned above.

10.6 Collection and delivery of checked baggage

The passenger has the right to retrieve his/her baggage without delay and shall collect their checked baggage as soon as it is made available at baggage claim at the destination airport.
Only the person who was given the baggage identification tag when the carrier took possession of the baggage is entitled to accept delivery of the Baggage and may be asked to provide their portion of the baggage identification tag for this purpose.

If the passenger claiming the checked baggage is unable to produce his/her portion of the identification tag, the carrier will require satisfactory evidence that the checked baggage belongs to the passenger in question before delivering the baggage to the passenger.

10.7 Unchecked baggage
Unchecked (carry-on) baggage must be within the carrier’s size and weight limitations to be allowed to be taken on board the aircraft and in accordance with domestic and international regulations.

Each passenger is entitled to carry up to two (2) pieces of unchecked baggage into the passenger cabin, the weight of which, together, shall not exceed 40 cm x 30 cm x 23 cm. Any unchecked baggage must fit easily under the seat located in front of the passenger or in the enclosed storage compartment in the passenger cabin of the aircraft. Unchecked baggage which does not meet the above requirements will not be accepted for carry-on and transport in the cabin of the aircraft.

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

10.8 Prohibited Items in unchecked baggage
The following items are unacceptable and are prohibited as unchecked baggage:

- Items considered potentially dangerous for passengers and/or their belongings, airline crew or the aircraft, including but not limited to: inflated balloons or balls, fishing rods, rain sticks, spears, darts, batons, household tools, surgical or sharp instruments, glass;
- Those items listed as prohibited in 10.4 (a)-(e) above (prohibited items in checked baggage); and
- Any other items that, due to their characteristics, represent a danger to the passengers, crew or aircraft.

The carrier shall not liable for any damage to baggage or its contents resulting from the improper or over-packing of contents within the baggage or for damage to fragile items which have not been suitably and adequately packaged.

10.9 Right to refuse carriage of baggage
1. The carrier will refuse to carry as checked baggage any bag that the carrier has been discovered to contain any unacceptable item mentioned in rule 10.4 and 10.5 above.
2. The carrier will, at its sole discretion, refuse to carry any baggage because of its size, shape, weight or character.
3. The carrier will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.
4. This provision does not apply to aids for persons with disabilities.

10.10 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 any prohibited items mentioned above. If the passenger refuses to comply with the request for search, the carrier may refuse to carry the passenger and/or his/her baggage.
RULE 11: ACCEPTANCE OF CHILDREN FOR TRAVEL

11.1 Infants
- Infants under two (2) years of age on the date of travel do not require a seat and may travel in the lap of an accompanying adult (18 years of age or older) passenger. In such cases, the carrier will issue, free of charge, a ticket and boarding pass for the Infant but without a baggage allowance entitlement.
- Only one (1) infant under the age of two (2) years old may be held in the lap of an accompanying adult passenger.
- Infants under two (2) 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).
- An infant under two years of age occupying a seat must be properly secured in an approved child restraint device.
- All persons two (2) years of age or older must be ticketed, assigned a seat, and pay the applicable fare.
- All minors twelve (12 years) of age or older will be able to travel unaccompanied without supervision provided they have written consent for such travel from the parent, guardian or person exercising parental authority or guardianship over the minor.

11.2 Documentation
The accompanying passenger, when checking in for their flight, must provide official government documentation (birth certificate) verifying the age of the Infant and/or child.

For safety reasons, the carrier reserves the right to not transport Infants less than seven (7) days old. In addition to the above, the carrier may require presentation of the following documents when children are accompanied by an adult:
- Documentation establishing legal custody.
- Parental consent letter authorizing travel.
- Any other documentation required by the country of destination.

RULE 12: TRANSPORTATION OF UNACCOMPANIED MINORS

12.1 General
The carrier offers a service, the Unaccompanied Minor Service (“UM Service”), for all Minors that have achieved the minimum age of five (5) years as of the date the travel commences.

Minors under the minimum age are not eligible to use the UM service and must always be accompanied by an adult.

Minors over the age of twelve (12) may travel alone, or with an adult who is not a parent, guardian or person exercising parental authority or guardianship over the minor, provided they have written consent for such travel from the parent, guardian or person exercising parental authority or guardianship over the minor.

12.2 Documentation
Minors traveling from Mexico abroad either alone or accompanied by an adult other than a person who exercises parental authority or guardianship over them, require the following documentation in addition to a passport or valid identification document:
- A document through which those exercising parental authority or guardianship authorize their departure from the country, executed before a notary public; or
A document issued by the competent authority. In this case, the document may be the form issued by the immigration authority in Mexico, which is available on its official website and which may be found, completed and printed using the following link: www.inm.gob.mx. If the document that contains the authorization is granted abroad, it must be legalized or apostilled, as appropriate, and be accompanied by the respective translation if written in any language other than Spanish.

The above provision is mandatory for both Mexicans and foreigners traveling as tourists, visitors and to those who are in a position to stay as a permanent resident, temporary resident, temporary resident student in Mexico, and/or minors who have acquired Mexican nationality. This does not apply to minors traveling with both or just one parent.

If the above requirements are not fulfilled, the carrier will refuse the check-in and transportation of minors and persons under legal guardianship, with no liability for the carrier.

12.3 Charges
A charge of CAD$68 per minor, in each direction, will be applied for the use of the UM Service.

12.4 Conditions of Application for Unaccompanied Travel

1. Arrangements and registration for the UM Service must be made prior to departure;

2. The minor must be brought to the airport of departure by a parent(s), or guardian(s) who remains with the minor until the carrier begins providing the UM service. The parent(s) or guardian(s) will complete the required documentation which includes providing the carrier with satisfactory evidence that the minor will be met by another parent, guardian or responsible adult. The parent(s) or guardian(s) who will be meeting the unaccompanied minor at the airport of arrival must have photo identification which will allow carrier personnel to identify this person as the appropriate person designated to meet the minor.

3. The parent(s) or guardian(s) will be required to remain at the airport of departure until the aircraft has departed.

4. In the case of an emergency, the parent(s) or guardian(s) 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. Once the minor is under the carrier's care, the minor will be taken to his/her designated seat. When the service concludes at the destination airport, the carrier will take the Minor through the arrival process including customs, immigration (in the case of an international flight), baggage claim and then to the meeting point where the minor is to be met by a guardian who can confirm to the carrier personnel by means of photo identification that they are the person(s) designated to meet the minor.

6. Confirmed reservations must be booked for unaccompanied minors. Standby travel is not permitted.

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

12.5 Carrier’s Limited Responsibility

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

RULE 13: TRANSPORTATION OF PERSONS WITH DISABILITIES

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

The carrier shall provide any passengers with disabilities who so require it, assistance to move between functional
areas of the airport terminal, both on departure and upon arrival of their flight.
passengers with visual disabilities may travel assisted by service dogs, which must be equipped with a harness and
travel at the feet of their owner, and they must also comply with the provisions of rule 13.7 hereof.

The carrier shall not deny transportation to passengers on the grounds of their disability or condition, unless there
exists a clear condition to determine the existence of a risk to the life or safety of the passenger, or that of other
passengers and/or the operation. In such a case, the passenger will be provided a written explanation setting out the
reasons for the refusal of transportation.

13.2 Acceptance of declaration of self-reliance
Except for safety related rules and regulations, the carrier will accept the determination made by or on behalf of a
passenger with a disability as to self-reliance regarding their mobility and autonomy. Once advised that he or she is
self-reliant, the carrier shall not refuse such passenger transportation on the basis that the passenger with a disability
is not accompanied by a personal attendant or based on the assumption that the passenger may require assistance
from carrier personnel in meeting the passenger's needs which are beyond the range of services that are normally
offered by the carrier.

13.3 Medical clearance
The carrier will not automatically require a medical clearance for persons with disabilities as a condition of travel.
Rather, the 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 the carrier refuses to transport a passenger for
such reasons, a written explanation will be provided at the time of refusal. When medical clearance is required the
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).

13.4 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 the reservation, and as far in advance of
travel as possible. Where a passenger requests a service less than 48 hours prior to departure, the carrier will make a
reasonable effort to provide the service.

13.5 Accessible seating
The carrier will provide the person with a disability with the most accessible seat on the aircraft. For safety/security
reasons some seats may not be available. Persons with disabilities and their attendants, who will meet the persons'
disability-related needs, will be seated together.

13.6 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 (with non-spill able batteries only), 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.
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.

10.7 Service Animals

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

10.8 Services to be provided to passengers with Disabilities

The carrier will ensure that services are provided to passengers with disabilities when a request for such service 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 include assistance with:

1. Registration at the check in counter.
2. Proceeding to the boarding area.
3. Boarding and deplaning.
4. Stowing and retrieving carry-on baggage and retrieving checked baggage.
5. Moving to and from the aircraft lavatory.
6. Proceeding to the general public area.
7. Transferring a passenger between the passenger's own mobility aid (wheel chair) and a mobility aid (wheel chair) provided by the carrier.
8. Transferring a passenger between the passenger's mobility aid (wheel chair) and the passenger's seat on the aircraft.

13.9 Boarding and Deplaning

Where a passenger 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.

13.10 Communication and Confirmation of Information

Announcements to passengers concerning stops, delays, schedule changes, connections, on-board 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.
13.11 Inquire periodically
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 carrier.

13.12 Transportation of service animals
The carrier will accept for transportation, at no charge, a service animal required to assist a person with a disability provided the animal is harnessed and certified in writing as being trained by a professional service animal institution.

The passenger shall be responsible for providing all documents necessary for the transportation of the service and/emotional support animal (health-related or otherwise) and is responsible for the payment of any associated costs.

Service and/or emotional support animals will not be considered as baggage for the purpose of baggage weight allowances and no excess baggage charges will be applied under any circumstances.

13.13 Transportation of Emotional Support Animals
The carrier will accept for transportation, at no charge, an emotional support animal required to assist a person with a disability provided the animal is harnessed and certified in writing as being trained by a professional service animal institution.

Documentation must also be provided from a specialized mental health professional such as a psychiatrist, psychologist or physician providing treatment to the passenger indicating that the passenger is under professional care and requires the emotional support animal to travel with them on the aircraft. This document must be dated no earlier one (1) year prior to the travel date.

The passenger shall be responsible for providing all documents necessary for the transportation of the emotional support animal (health-related or otherwise) and is responsible for the payment of any associated costs.

Emotional support animals will not be considered as baggage for the purpose of baggage weight allowances and no excess baggage charges will be applied under any circumstances.

RULE 14: TRANSPORTATION OF ANIMALS

14.1 General
- The carrier will agree to carry animals subject to the following conditions.
- The carrier will accept for transportation, as Unchecked baggage, cats and/or miniature dogs, and as checked baggage, animals/pets such as domestic dogs, cats, ferrets, rabbits and birds provided the animal(s) is/are accompanied by a passenger, in compliance with IATA Live Animal Regulations.
- Animals must be contained in a clean, leak/escape proof cage or container with adequate space for the comfort of the animal. The cage/container must be approved by the carrier.
- The passenger assumes full responsibility for the transportation of any animal in the passenger cabin and such transportation shall be limited to those animals who, in the opinion of carrier personnel, do not pose a risk to the operation or the security of other passengers or the crew.
- Before the animal is accepted, 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.
• For operational and security reasons, carrier personnel may, at its sole discretion, restrict and/or refuse the transportation of pets or to restrict the number of pets which may be transported in both the passenger cabin and in the cargo compartment.

14.2 Animals as Checked Baggage
• The maximum dimensions for a container/kennel must not exceed 2.73 cubic meters (calculated as the sum of the measures of length, width and height).
• The maximum allowable weight for the both the animal and container/kennel must not exceed 30 kg.
• 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 20.2(3) (Limitations of Liability).
• An animal and its container/kennel will be included in the passenger's free baggage allowance, if any. If the passenger does not have, or has already used their free baggage allowance, excess baggage charges (in accordance with Rule 10.3.1) will apply. Oversize baggage fee will also be applicable for container/kennels in excess of 25 kg (in accordance with Rule 10.3.2).
• This provision does not apply to service and/or emotional support animals accompanying passenger's with disabilities.

10.3 Animals in Cabin
• Only one animal per passenger may be accepted for carriage in the passenger cabin.
• The maximum size permitted for the in-cabin animal container/kennel must not exceed 40cm x 30cm x 23cm.
• The maximum allowable weight for both the animal and in-cabin pet container/kennel must not exceed 5 kg.
• The in-cabin container/kennel must be stored under the seat directly in front of the passenger.
• The in-cabin animal and container/kennel may not be carried in lieu of unchecked baggage (carry-on baggage).
• The animal must remain in the container/kennel for the entire duration of the journey.
• If the container/kennel exceeds the maximum size and/or maximum weight mentioned in 3 and 4 above, the passengers will be required to tender the animal as checked baggage.
• Charges: The charge for transportation of an animal (except for Service and Emotional Support Animals) and container/kennel in the passenger cabin is CAD $68.00.
• This provision does not apply to Service and/or Emotional support animals accompanying passenger's with disabilities.

RULE 15: ADMINISTRATIVE FORMALITIES: TRAVEL DOCUMENTS CUSTOMS AND SECURITY

15.1 General
The passenger is responsible for obtaining all required travel documents (passport, visas, tourist cards, health certificates, or other appropriate and necessary identification) including those of any children that are accompanied by the passenger.

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.

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.
15.2 Passenger identification/Travel documents
Prior to travel, the passenger must submit for inspection to carrier personnel, all travel documents required by the countries concerned including acceptable original photo identification for the passenger as well as for any children and/or infants traveling with them.

The carrier will have the right to make and retain copies of the travel documents presented by the passenger.

15.3 Government requirements for international flights.
Passengers must meet all travel requirements established by both national and international government authorities, including: visa, passport, immigration forms, customs declaration, payment of departure tax, permits and/or authorizations etc. All required documentation must be provided at the time of entering and leaving the destination country.

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

15.5 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.

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

RULE 16: REFUSAL TO TRANSPORT

16.1 Removal of passenger
The carrier may refuse to transport or may remove any passenger at any point for any of the following reasons.

   **Government requests, regulations and force majeure**
   Whenever it is necessary or advisable to:
   - Comply with any government regulation.
   - Comply with any government request for emergency transportation.
   - Address a force majeure.

   **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).

   **Proof of identity/age**
   When the passenger refuses a request to produce government-issued identification to demonstrate proof of identity.
**Immigration or other similar considerations**
When the passenger is to travel across any international boundary, if:
- The travel documents of the passenger are not in order.
- 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.

**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.

**Passenger’s condition**
The carrier shall refuse to transport a passenger under the following circumstances:
- 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 on route unless:
  - The passenger is accompanied by a personal attendant who will be responsible for assisting with the passenger’s needs on 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.
  - The passenger complies with requirements of rule 13, transportation of persons with disabilities.
- Medical clearance
  - When the passenger has an obvious contagious disease.
  - When the carrier determines, in good faith and using its reasonable discretion, that a passenger’s medical or physical condition involves an unusual hazard or risk to their self or other persons (including, in the case of expectant mothers, unborn children) or property. The carrier can require the passenger to provide a medical certificate that then may be assessed by the carrier’s own medical officer as a condition of the passenger's acceptance for subsequent travel. The carrier may refuse transportation to the person posing such hazard or risk.
  - An expectant mother with a complication-free pregnancy can travel on the carrier’s flights up to the end of the 7th month of her pregnancy without a medical certificate.
  - An expectant mother who is beyond the 7th month of her pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient and found her to be physically fit for travel by air and the certificate must state the estimated date of birth.

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

However, the carrier will accept escorted passengers under the following conditions when the passenger has a mental health condition and is under care of a psychiatric institution:
- Medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.
- Request for carriage is made at least 48 hours before scheduled departure.
- The escort must accompany the escorted passenger at all times.

16.2 **Passenger’s conduct**

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

- 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).

- 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.

- 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.

- The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.

- The person is unable or unwilling to sit in his/her assigned seat with the seat belt fastened.

- The person smokes or attempts to smoke or chews or spits tobacco, or uses or attempts to use an electronic cigarette (“vaping”) in the aircraft.

- The person uses or continues to use a cellular phone, a laptop computer or another electronic device onboard the aircraft after being advised to stop such use by a member of the crew.

- 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.

- The person has resisted or may reasonably be believed to be capable of resisting escorts.

**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:

- Removal of the passenger at any point.

- 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.

- Refusal to transport the passenger: The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of other passengers or crew; the unhindered performance of the crew members in their duty onboard the aircraft; or safe and adequate flight operations.

- The following conduct will automatically result in a refusal to transport:
  - The person continues to interfere with the performance of a crew member's duties despite verbal warnings by the crew to stop such behavior.
  - The person injures a crew member or other passenger or subjects a crew member or other passenger to a credible threat of injury.
  - The person displays conduct that requires an unscheduled landing.
  - 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 the filing of criminal or statutory charges.

**Recourse of the passenger/Limitation of Liability**

In the event of any of the above occurrences, the carrier shall not be responsible or obligated to return, refund, or offset the fare paid by the passenger or to compensate him/her in any way (unless otherwise provided for in rule 21.2, Involuntary Refunds). The carrier will also not be liable for any damages or losses resulting from the refusal of the transportation service in accordance with this rule.

- The carrier's liability in case of refusal to carry a passenger for a specific flight or removal of a passenger on 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 subject to the applicable fare rule, as provided for in rule 21.2, involuntary refunds.
- Notwithstanding the foregoing paragraph, passengers and their baggage will be entitled to all other additional rights they may have under this tariff or elsewhere or any legal rights that international passengers may have pursuant to the conventions and related treaties.
- A person who is refused carriage for a period of time, or to whom a probation notice is served may provide to the carrier, in writing, the reasons why he/she believes they no longer poses a threat to the safety or comfort of passengers or crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.
- The carrier will respond to the passenger within a reasonable period of time providing the carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

**RULE 17: SCHEDULE IRREGULARITIES / CHANGES AND CANCELLATIONS**

17.1 Applicability

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

17.2 General

**Schedules not guaranteed**

- Times and aircraft type shown in timetables or elsewhere are approximate and not guaranteed and form no part of the contract of carriage. The carrier will not be responsible for errors or omissions either in timetables or other representation of schedules. No employee, agent or representative of the carrier is authorized to bind the carrier by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any flight.
- It is always recommended that the passenger communicate with the carrier either by telephone, electronic device or via the carrier's Web site or to refer to airport terminal displays to ascertain the flight's status and departure time.
- The carrier will make all reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.

**Carrier not Responsible**

- The carrier assumes no responsibility for passengers making connections not included as part of the itinerary set out in the Ticket.
- The carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers’ tickets due to force majeure, including labor disruptions or strikes. However, a
passenger may invoke the provisions of the convention regarding liability in the case of passenger delay.
(See Rule 20.2, Liability).

Alternate carriers

- The carrier undertakes to use all reasonable efforts to carry the passenger and baggage with reasonable dispatch, but no particular time is fixed for the commencement or completion of carriage. Subject thereto, the carrier may, without notice, substitute alternate carriers or aircraft and may alter the route or omit stopping places shown on the face of the ticket in case of necessity.
- The carrier may, in order to preserve the safety and feasibility of the operation, reschedule, cancel, terminate, divert, postpone or delay any flight.

17.3 Passenger Options – Re-routing or refund

In the case of schedule irregularities, the carrier will give priority for assistance to any person with a disability and unaccompanied minors.
The carrier who experiences a schedule irregularity will make onward arrangements for the passenger to the next point of stopover shown on the ticket.

Schedule irregularity not within the carrier’s control

In the event of a schedule irregularity, not within the carrier’s control (e.g. Force Majeure), the carrier will provide the following:

- The carrier will offer the passenger the choice to travel on another of its scheduled flights on the same route as the passenger was originally ticketed or to travel on a different routing operated by the carrier to the same ticketed destination.
- If these options are not available, the carrier will offer to transport the passenger on the same route as he/she was originally ticketed or on a different route operated by the services of another carrier with whom the original carrier has a commercial agreement and provided space is available.
- Should the fare for the alternate transportation proposed by the carrier be more expensive, there will be no additional cost to the passenger.
- Should the fare for the alternate transportation proposed by the carrier be less expensive no refund will be provided.
- Should the alternate transportation proposed by the carrier not meet the passenger’s satisfaction, the unused portion of the passenger’s ticket(s), will be refunded in accordance with the rule 21.2 (Refunds, Involuntary Refunds).
- When a refund is requested as a result of a schedule irregularity, the passenger must submit the unused portions of his/her ticket(s) to the carrier by no later than 30 days after the validity shown on the ticket(s).

Schedule irregularity within the carrier’s control

In the event of a schedule irregularity, within the carrier’s control, the carrier will provide the following:

- The carrier will offer the passenger the choice to travel on another of its scheduled flights on the same route as the passenger was originally ticketed or to travel on a different routing operated by the carrier to the same ticketed destination.
- If these options are not available, the carrier will offer to transport the passenger on the same route as he/she was originally ticketed or on a different route operated by the services of another carrier with whom the original air carrier has a commercial agreement and provided space is available.
- Should the fare for the alternate transportation proposed by the carrier be more expensive, there will be no additional cost to the passenger.
• Should the fare for the alternate transportation proposed by the carrier be less expensive, a refund will be made to the purchaser of the ticket(s). The refund will be based on the total value of the ticket(s). For complete conditions on refunds see rule 21.2 (Refunds, Involuntary Refunds).

• Should the alternate transportation proposed by the carrier not meet the passenger's satisfaction, the unused portion of the passenger's ticket(s), if any, will be refunded. The refund will be made to the purchaser of the ticket(s). The refund will be based on the total value of the ticket(s). For complete conditions on refunds see Rule 21.2 (Refunds, Involuntary Refunds).

• If the passenger chooses to no longer travel as the schedule irregularity results in the loss of purpose of travel, the carrier will (where applicable) transport the passenger to the point of origin named on the ticket and refund the full amount of the ticket in accordance with Rule 21.2. (Refunds, Involuntary Refunds), irrespective if travel has commenced, or subject to passenger’s agreement, offer a travel voucher for future travel in the same amount.

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

**Right to care**

Except as otherwise provided in other applicable foreign legislation, in addition to the provisions of this rule, in case of scheduled irregularity within the carrier's control a passenger will be offered the following:

• For a schedule irregularity lasting longer than three (3) hours: water and food/snacks or a meal voucher.

• For a schedule irregularity lasting overnight, hotel accommodation in an airport or city hotel (subject to availability), and ground transportation to and from the airport where required.

• If passengers are already on the aircraft when a delay occurs, the carrier will offer drinks and snacks if it is safe, practical and timely to do so. If the delay exceeds ninety (90) minutes and circumstances permit, the carrier will offer the passenger the option of disembarking from the aircraft until it is time to depart.

• Provide at a minimum and without charge, a telephone or cabled service to communicate with the point of destination.

**RULE 18: DENIED BOARDING**

**18.1 Applicability**

This rule applies to all passengers irrespective of the type of ticketed fare.

A passenger who fails to check-in or present themselves at the boarding area within the carrier's check-in deadline and/or boarding time deadline as specified in Rule 9.4 check-In will not receive denied boarding compensation, will have their ticket for that flight cancelled and will be subject to the terms and conditions associated with the fare on which he or she is travelling.

**18.2 Overbooking**

The carrier has a policy that it will not oversell any of its flights so a passenger will not be denied either voluntarily or involuntarily due to overbooking.

**RULE 19: TICKETS**

**19.1 General**

• 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.
• 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 a confirmation code, itinerary/receipt, 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.

• Flight coupons will be honored only in the order, in which they are displayed on the passenger's ticket and stored in the carrier's database.

• The ticket remains at all times the property of the carrier which issued the ticket.

• 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.

19.2 Validity for carriage

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 level of service and is valid for the period of time referred to in 2 below.

Period of validity

A ticket will be valid for transportation for 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.

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.

Expiration of validity

Tickets expire at midnight on the last day of validity based on where the ticket was issued.

19.3 Extension of ticket validity

Carrier's Operations

If a passenger is prevented from travelling within the period of validity of his/her ticket because the carrier:

• Cancels the flight upon which the passenger holds confirmed space.

• Omits a scheduled stop, provided this is the passenger’s place of departure, place of destination, or place of stopover.

• Fails to operate a flight reasonably according to schedule.

• Causes the passenger to miss a connection.

• Substitutes a different level of service.

• Is unable to provide previously confirmed space.

The carrier will, without collecting any additional fare, extend the validity of the passenger's ticket until the passenger can travel on the first flight of the carrier, in the class of service which the passenger's fare was paid, and for which space is available. Validity can only be extended up to 30 days.

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.
19.4 Upgrading (Changing from a lower to a higher fare ticket)
Before travel commences and subject to availability, a passenger may upgrade to a fare of higher value to travel to any of the carrier’s destinations provided that:

- Ticketing and advance purchase requirements of the new fare have been met.
- Travel is via INTERJET.
- Reservations have been booked in the appropriate class of service of the new fare.
- The difference in fares and applicable fee, if any, has been paid.

After departure, the passenger holding a ticket for return, circle trip or open jaw travel may upgrade the total fare in accordance with the rules of the fare paid.

The original fare paid (including all additional charges) will be used as a full credit towards the fare for the upgraded journey.

In the event travel at the new fare is subsequently changed and/or cancelled, the higher fee(s) for either the originally purchased or new fare shall be assessed.

*Exception:* For travel which has been upgraded to a fare type which has no associated fees, changes may be made without additional charge; however, the cancellation fee from the original fare will be applied to the new upgraded fare.

19.5 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.

19.6 Prohibited practices
The carrier specifically prohibits the practice commonly known as: Hidden City or Point Beyond Ticketing, the purchase of a fare from a point before the passenger’s actual point of origin or to a point beyond the passenger’s actual destination. Use of this practice will result in the passenger’s reservation being cancelled and the passenger will not be entitled to a refund.

19.7 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 19.7 above, this will cause the passenger’s ticket to be invalid and the carrier will have the right to:

- Cancel any remaining portion of the passenger’s itinerary; and
- Confiscate unused flight coupons; and
- Refuse to board the passenger or check the passenger’s Baggage; and/or
- 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.

**RULE 20: LIMITATIONS OF LIABILITY**

20.1 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 a single operation.
20.2 Laws and provisions applicable

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

For international travel only, in the event that, for reasons directly attributable to the carrier, a passenger suffers any injuries on their person during the period between boarding the aircraft and disembarking at the destination point, the passenger may claim compensation in accordance with the applicable convention.

The carrier will 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:

- The carrier shall not be able to exclude or limit its liability for damages not exceeding 113,100 Special Drawing Rights for each passenger.
- 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:
  - Such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents.
  - Such damage was solely due to the negligence or other wrongful act or omission of a third party.
- 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.
- With respect to third parties, the carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.
- 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.

**Liability in the case of passenger delay**

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

- 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.
- 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.
- 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.**

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:

- 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:

- All baggage checked by a passenger shall be considered to be the property of that passenger.
- A particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger.
- 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.

Under no circumstances will the carrier be liable for the loss, delay or damage to the checked or unchecked baggage not attributed to the negligence of the carrier, or that of its servants or agents. Assistance rendered to the passenger by the carrier's employees in loading, unloading or trans-shipping of checked and unchecked baggage shall be considered as a gratuitous service to the passenger.

The carrier is not liable for damage to the passenger's baggage caused by property contained in the passenger's baggage. Any passenger whose property caused damage to another passenger's Baggage or to the property of the carrier shall indemnify the carrier for all losses and expenses incurred by the carrier as a result thereof.

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 shall not be liable for the destruction, loss, damage or delay in delivery in any property which is not acceptable for transportation in accordance with Rule 10 (baggage) or for any other loss or damage of whatever nature resulting from any such loss or damage or from the transportation of such property, including damage or delay to perishable items, valuables, or loss or delay of unsuitably or inadequately packed items, to the extent that the destruction, loss or damage resulted from the inherent defect, quality or vice of the baggage, or in case of delay, that the carrier, its agents and servants took all measures that could reasonably be required to avoid the damage or that it was impossible to take such measures. This exclusion is applicable whether the non-acceptable property is included in the passenger's checked baggage with or without the knowledge of the carrier.

Further, the carrier's liability for the destruction, loss, damage or delay of baggage is subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation of defense recognized by a Court with proper jurisdiction over claim.

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.

20.3 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:

- The carrier will immediately provide a suitable temporary replacement without charge.
- 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.
• 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.

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

20.5 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.

20.6 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.

20.7 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.

RULE 21: REFUNDS

21.1 General
Refund by carrier: for an unused ticket or a portion thereof (where available under the fare rule (see Rule 7), or which arises as result of a schedule irregularity (see Rule 17), refunds will be made in accordance with this Rule.

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 confirmation code as satisfactory proof that the passenger has unused portions of a ticket which are eligible for refund.

2. The carrier will make a refund to the person who purchased the ticket.

3. If, after the time of ticket purchase, the purchaser transfers the ticket to another person, then the refund will be made to that person. To do so, the passenger must contact the carrier directly.

4. Acceptance of a refund by the passenger will release the carrier from further liability.

5. In any instance where refunds are appropriate, the carrier will process requests in a timely manner and once a request has been approved, will refund the fare in the form of an “e-wallet” which may be used for the purchase of future travel with the carrier (or in the form of original payment at the passenger’s request in the case of an involuntary refund as set out in 21.2 below). The carrier will process refund requests within twenty (20) business days.

21.2 Involuntary refunds
For the purpose of this paragraph, the term involuntary refund shall mean any refund for reasons within the carrier’s control (for example: Rule 17, Schedule irregularities).

1. Involuntary refunds are not subject to restrictions contained in the applicable fare rule.
2. The amount of the involuntary refund will be as follows:
   - When no portion of the trip has been made, and when due to a schedule irregularity within the carrier's control (rule 17) and the passenger chooses to no longer travel and return to the point of origin, the carrier will offer a refund equal to the fare and charge paid.
   - When a portion of the trip has been used, the amount of the unused portion will be prorated based on mileage.
   - When a schedule irregularity within the carrier's control results in the passenger being seated in a lower class of service than that purchased, the carrier will refund the value of the higher class fare applicable to that flight.

3. Involuntary refund of tickets shall, at the passenger's option, be made either in the form of an “e-wallet” which may be used for the purchase of future travel with the carrier or in the form of original payment.

21.3 Time Limit for requesting a refund
The passenger has one month after the expiration date of the ticket to request a refund.

21.4 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, refunds in the case of death are subject to any restrictions contained in the applicable fare rules.

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

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

RULE 22: MODIFICATIONS AND VALIDITY

22.1 Modifications
The carrier may at any time, adapt, modify or correct the contents of this tariff, subject to the provisions of all applicable laws and regulations. In any case, service will be provided in accordance with the terms and conditions in force at the time such services were contracted, unless otherwise provided by law.

Neither the passenger nor any agent or employee of the carrier shall be entitled to alter, modify or waive any of the terms and conditions set forth in this instrument.

22.2 Validity of the Content hereof
Should any provision herein be invalidated by a court decision, all other provisions shall remain valid and in effect, and continue to be considered mandatory for the parties.