

# *AIR SAINT-PIERRE, S.A.*



Clearly Ambiguous / Creative Commons

# CTA(A) No. 7

## Tariff Containing Rules

Applicable to Scheduled Services for the Transportation of  
Passengers and their Baggage or Goods

Between

**Points in Canada on the one hand**

and

**Points Outside Canada on the other hand**

Issue Date:  
December 11, 2018

Issued by :  
Loïc Detcheverry  
Directeur Exploitation  
18 bis rue Albert Briand BP 4225  
97500 Saint-Pierre et Miquelon

Effective Date:  
December 12, 2018  
as per CTA SP# 67061

**CHECK SHEET**

<b>Page Number</b>	<b>Revision Number</b>	<b>Date of Revision</b>	<b>Page Number</b>	<b>Revision Number</b>	<b>Date of Revision</b>
1 (Title)	Original	Dec 11, 2018	20	Original	Dec 11, 2018
2 (Title)	Original	Dec 11, 2018	21	Original	Dec 11, 2018
3	Original	Dec 11, 2018	22	Original	Dec 11, 2018
4	Original	Dec 11, 2018	23	Original	Dec 11, 2018
5	Original	Dec 11, 2018	24	Original	Dec 11, 2018
6	Original	Dec 11, 2018	25	Original	Dec 11, 2018
7	Original	Dec 11, 2018	26	Original	Dec 11, 2018
8	Original	Dec 11, 2018	27	Original	Dec 11, 2018
9	Original	Dec 11, 2018	28	Original	Dec 11, 2018
10	Original	Dec 11, 2018	29	Original	Dec 11, 2018
11	Original	Dec 11, 2018	30	Original	Dec 11, 2018
12	Original	Dec 11, 2018	31	Original	Dec 11, 2018
13	Original	Dec 11, 2018	32	Original	Dec 11, 2018
14	Original	Dec 11, 2018	33	Original	Dec 11, 2018
15	Original	Dec 11, 2018	34	Original	Dec 11, 2018
16	Original	Dec 11, 2018	35	Original	Dec 11, 2018
17	Original	Dec 11, 2018	36	Original	Dec 11, 2018
18	Original	Dec 11, 2018	37	Original	Dec 11, 2018
19	Original	Dec 11, 2018	38	Original	Dec 11, 2018

Page Number	Revision Number	Date of Revision	Page Number	Revision Number	Date of Revision
39	Original	Dec 11, 2018	60	Original	Dec 11, 2018
40	Original	Dec 11, 2018	61	Original	Dec 11, 2018
41	Original	Dec 11, 2018	62	Original	Dec 11, 2018
42	Original	Dec 11, 2018	63	Original	Dec 11, 2018
43	Original	Dec 11, 2018	64	Original	Dec 11, 2018
44	Original	Dec 11, 2018	65	Original	Dec 11, 2018
45	Original	Dec 11, 2018	66	Original	Dec 11, 2018
46	Original	Dec 11, 2018	67	Original	Dec 11, 2018
47	Original	Dec 11, 2018	68	Original	Dec 11, 2018
48	Original	Dec 11, 2018	69	Original	Dec 11, 2018
49	Original	Dec 11, 2018	70	Original	Dec 11, 2018
50	Original	Dec 11, 2018	71	Original	Dec 11, 2018
51	Original	Dec 11, 2018	72	Original	Dec 11, 2018
52	Original	Dec 11, 2018	73	Original	Dec 11, 2018
53	Original	Dec 11, 2018	74	Original	Dec 11, 2018
54	Original	Dec 11, 2018	75	Original	Dec 11, 2018
55	Original	Dec 11, 2018	76	Original	Dec 11, 2018
56	Original	Dec 11, 2018			
57	Original	Dec 11, 2018			
58	Original	Dec 11, 2018			
59	Original	Dec 11, 2018			

# Table of Contents

Table of Contents .....	5
Part I – General Tariff Information.....	8
<b>Explanation of Abbreviations, Reference Marks and Symbols.....</b>	<b>8</b>
<b>Rule 1: Definitions .....</b>	<b>9</b>
<b>Rule 5: Application of Tariff .....</b>	<b>14</b>
(A) General .....	14
(B) Gratuitous Carriage.....	14
(C) Passenger Recourse.....	14
(D) Carrier Requirements and Recourse .....	15
<b>Rule 7: Protection of Personal Information .....</b>	<b>16</b>
Part II – Before Departure .....	17
<b>Rule 10: Application of Fares and Charges .....</b>	<b>17</b>
(A) General .....	17
(B) Fares in Effect.....	17
(C) Routing.....	18
(D) Taxes and Charges.....	18
(E) Currency of Fares .....	18
<b>Rule 15: Taxes.....</b>	<b>19</b>
(A) General .....	19
<b>Rule 20: Methods of Payment.....</b>	<b>20</b>
(A) General .....	20
<b>Rule 25: Currency of Payment.....</b>	<b>21</b>
(A) General .....	21
<b>Rule 30: Classes of Service .....</b>	<b>22</b>
<b>Rule 35: Capacity Limitations .....</b>	<b>23</b>
(A) General .....	23
<b>Rule 40: Reservations .....</b>	<b>24</b>
(A) General .....	24
(B) Seat Assignment .....	24
(C) Cancellation of Reservations .....	25
(D) Passenger's Responsibility .....	25
(E) Failure to Occupy Seat .....	25
(F) Check-in Time Limits.....	26
<b>Rule 45: Stopovers .....</b>	<b>27</b>

<b>Rule 50: Routings .....</b>	<b>28</b>
(A) Application.....	28
<b>Rule 55: Baggage and Cargo Acceptance .....</b>	<b>29</b>
(A) General Conditions of Acceptance of checked and Unchecked Baggage .....	29
(B) Free Baggage Allowance .....	30
(C) Collection and Delivery of Baggage .....	31
(D) Excess Baggage .....	32
(E) Excess Value Declaration Charge .....	33
(F) Items Unacceptable as Baggage .....	33
(G) Right to Refuse Carriage of Baggage .....	34
(H) Right of Search .....	34
(I) General Conditions of Acceptance of Cargo .....	34
<b>Part III – At the Airport/During Travel .....</b>	<b>37</b>
<b>Rule 60: Acceptance of Children for Travel.....</b>	<b>37</b>
(A) General .....	37
(B) Acceptance of Infants and Children .....	38
(C) Documentation .....	39
(D) Seating for children .....	39
<b>Rule 65: Unaccompanied Minors.....</b>	<b>41</b>
(A) General .....	41
(B) Age Restrictions .....	41
(C) Travel Restrictions .....	41
(D) Fares and Charges .....	41
(E) Conditions of Application for Unaccompanied Travel .....	41
(F) Carrier's Limited Responsibility.....	42
<b>Rule 70: Carriage of Persons with Disabilities .....</b>	<b>43</b>
(A) Definitions .....	43
(B) Acceptance for Carriage .....	44
(C) Acceptance of Declaration of Self-Reliance .....	44
(D) Medical Clearance .....	44
(E) Advance Notice .....	45
(F) Seating Restrictions and Assignments .....	45
(G) Acceptance of Aids .....	45
(H) Services to be Provided .....	46
(I) Boarding and Deplaning .....	47
(J) Communication and Confirmation of Information .....	47
(K) Inquire Periodically.....	47
<b>Rule 75: Acceptance of Animals.....</b>	<b>48</b>
(A) General .....	48
(B) Animals as Checked Baggage .....	49
(C) Animals in Cabin .....	49
(D) Acceptance of Service Animals .....	50
<b>Rule 80: Administrative Formalities – Travel Documents, Customs and Security.....</b>	<b>51</b>
(A) General .....	52
(B) Travel Documents .....	52
(C) Fines, Detention Costs.....	52
(D) Customs and Immigration Inspection.....	53
(E) Security Inspection.....	53

<b>Rule 85: Ground Transfer Services .....</b>	<b>54</b>
(A) General .....	54
<b>Rule 90: Schedule Irregularities .....</b>	<b>55</b>
(A) Applicability .....	55
(B) General .....	55
(C) Passenger Options – Re-Rerouting or Refund .....	55
(D) Right to Care .....	57
<b>Rule 95: Denied Boarding and Overbooking .....</b>	<b>58</b>
<b>Rule 100: Passenger Rights (Per Flight Rights Canada) .....</b>	<b>59</b>
<b>Rule 105: Refusal to Transport .....</b>	<b>60</b>
(A) Refusal to Transport – Removal of Passenger .....	60
(B) Passenger’s Conduct – Refusal to Transport – Prohibited Conduct and Sanctions .....	62
(C) Recourse of the Passenger/Limitation of Liability .....	64
<b>Rule 110: Tickets .....</b>	<b>65</b>
(A) General .....	65
(B) Validity for Carriage .....	65
(C) Extension of Ticket Validity .....	66
(D) Coupon Sequence .....	66
(E) Open Tickets .....	66
(F) Non-transferability .....	67
<b>Part IV – After Travel .....</b>	<b>68</b>
<b>Rule 115: Limitations of Liability .....</b>	<b>68</b>
(A) Laws and Provisions Applicable .....	68
(B) Time Limitations on Claims and Actions .....	71
(C) Notices .....	72
(D) Overriding Law .....	73
(E) Modification and Waiver .....	73
(F) Gratuitous Transportation .....	73
(G) Exclusion from Liability Respecting Goods .....	73
<b>Rule 120: Refunds .....</b>	<b>74</b>
(A) General .....	74
(B) Involuntary Refunds .....	74
(C) Voluntary Refunds .....	75
(E) Refunds in the Case of Death .....	75
(G) Refusal to Refund .....	76

# 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
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
€	Euro



## Rule 1: Definitions

**“Advance Arrangement”** means that the shipper is required to first contact the Carrier to determine if a particular shipment is acceptable for carriage.

**“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.

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

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

**“Baggage Identification Tag”** means a document issued by the carrier solely for identification of checked baggage, part of which is given to the passenger as a receipt for the passenger’s checked baggage and the remaining part is attached by the carrier onto a particular piece of the passenger’s checked baggage.

**“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 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 Saint-Pierre S.A.

“**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.

“**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.

“**CTA**” means the Canadian Transportation Agency.

“**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.

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

“**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.

“**Event of Force Majeure**” means an event, the cause or causes of which are not attributable to the willful misconduct or negligence of the Carrier, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, inclement weather, or the actions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or customs and immigration officials, epidemic, other acts of God or public enemies, war, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances, (ii) interruption of flying facilities, navigational aids or other services, (iii) any laws, rules, proclamations, regulations, orders, declarations, interruptions or requirements of or interference by any government or governmental agency or official thereof, (iv) inability to procure materials, accessories, equipment or parts from suppliers, mechanical failure to the aircraft or any part thereof, damage, destruction or loss of use of an aircraft, confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, or (v)

any other cause or circumstances whether similar or dissimilar, seen or unforeseen, which the Carrier is unable to overcome by the exercise of reasonable diligence and at a reasonable cost.

**“Fare”** means the rate charged to a passenger in respect of a Flight.

**“Fee”, “Charge” or “Surcharge”** means the rate charged to a passenger, distinct from the Fare, and in respect to either transportation services or services ancillary to transportation services. Fees and surcharges may be collected by the carrier on its' own behalf or pursuant to an obligation imposed by a third party.

**“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 has contracted for transportation.

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

**“Group”** means 10 or more passenger travelling together on the same Flight from a common point of Origin to a common Destination.

**“Guardian”** means an adult over the age of 18 who is travelling with another passenger under the age of 18 for whose care and safety they are responsible.

**“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.

**“Infant”** means a passenger under the age of 2 years.

**“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 required as a result of the carrier cancelling a flight, failing to operate a flight according to schedule, or causing the passenger to miss a connecting flight, being unable to provide previously confirmed space, substituting a different type of equipment 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.

**“Minor”** means a person who has not reached his/her 18th birthday on the date that travel commences.

**“Normal Fare”** means the Y highest priced fare established for an 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.

**“Overbooking/Oversold”** is the result of selling more seats than the available number of seats on a flight. Note that the Carrier do not overbook neither oversold its flights.

**“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, or a mental health condition, requires services or assistance beyond those normally offered by the carrier to meet their disability-related needs.

**“Personal information”** means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.

**“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.

**“Round Trip”** means any trip, the ultimate Destination of which is the point of Origin, and which is made via the same routing in both directions.

**“Routing”** 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;
- b) Cancellation of flight, or omission of a scheduled stop, or;
- c) Schedule changes which require rerouting of a passenger at departure time of his or her original flight.

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

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

**“Shipment”** means a single consignment of one or more pieces, from one shipper at one time at one address, receipted for in one lot and moving on one airbill to one consignee at one destination address.

**“Shipper”** means the consignor, exporter, or seller named in the shipping documents as the party responsible for initiating a shipment.

**“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”** means a deliberate interruption of a journey by the passenger, agreed to in advance by the Carrier, at a point between the place of departure and the place of destination unless the published fare include a stopover.

**“Tariff”** means this Tariff, the terms and conditions of carriage applicable to the provision of an air service and other incidental services.

**“Tax”** means an amount of money collected by the Carrier from the Passenger pursuant to an obligation imposed by governmental authority.

**“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.

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

**“Voluntary Refunds”** means a refund of an unused or partially used ticket 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 or goods using aircraft operated by Air Saint-Pierre originating in Canada and Saint-Pierre-et-Miquelon (France).
2. 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.
3. 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.
4. No agent, employee or representative of the carrier has the authority to alter, modify or waive any provisions of this tariff.
5. The carrier's rules, regulations and conditions of carriage as found in this tariff are subject to change without notice only when required by applicable laws, government regulations, orders and requirements.
6. The carrier will be responsible for the furnishing of transportation only over its own services. 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 Saint-Pierre will assume no responsibility for the acts or omissions of such other carrier.

### **(B) Gratuitous Carriage and Non-Public Fares**

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 and Non-Public Fares 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 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) Carrier Requirements and Recourse**

Notwithstanding anything to the contrary herein contained, the Carrier reserves the right to refuse to board or transport or remove from an aircraft at any time, any person or good if such refusal or removal is, in the Carrier's reasonable discretion, necessary or desirable for reasons of the health, comfort or safety of that person, Guests, the Carrier's employees or agents, the Air Crew, the aircraft or the safe operation of the aircraft, or is otherwise necessary or desirable to prevent violation of any applicable law, regulation or order of any governmental authority of those jurisdictions where the aircraft shall be flown from, to or over.

The Carrier may, in its reasonable discretion, impose sanctions described in the Tariff, including the imposition of conditions in respect to future travel or the imposition of a temporary, indefinite, or permanent travel ban on a Guest.



## Rule 7: Protection of Personal Information

The carrier is responsible for personal information under its control.

The passenger recognizes that personal data has been given to the carrier for the purposes of making a reservation, boarding a flight and for making available such data to Government Agencies. For these purposes the passenger authorizes the carrier to retain such data and to transmit it to its own offices, other carriers, Government agencies or the providers of such services, in whatever country they may be located.

Should the passenger have any questions regarding the carrier's policy with respect to the protection of personal information or concerns with respect to the carrier's handling of personal information, the carrier may be contacted at: + 508 41 00 00 or 1-877-277-7765 or [contact@airsaintpierre.com](mailto:contact@airsaintpierre.com)



## 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.

Fares and charges will apply only to air transportation between the points named on the ticket. Ground transfer services, 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 PJ2 NTA(A)No. 569.

#### (B) Fares in Effect

1. Subject to government requirements and this tariff:

- (a) **Applicable to transportation which originates in Canada or which originates in Saint-Pierre-et-Miquelon for travel between Canada and Saint-Pierre-et-Miquelon (France):**

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:

- (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.

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.

## **(C) Routing**

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

## **(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 are stated in Euro (€) for travel commencing in Saint-Pierre-et-Miquelon.
3. All fares and charges, for travel commencing outside Canada or Saint-Pierre-et-Miquelon, are stated in the local currency of the country where travel commences, except to the extent that IATA rules provide for the establishment of fares in another currency.

## Rule 15: Taxes

### (A) General

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

## **Rule 20: Methods of Payment**

### **(A) General**

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

1. Cash in currencies acceptable to the carrier
2. The following credit cards: Visa, Master Card, American Express
3. Bank debit card, where facilities permit
4. Certified cheques
5. Wire transfer
6. Travelers cheques

## Rule 25: Currency of Payment

### (A) General

1. Currency provisions are subject to government regulations and applicable foreign exchange regulations.
2. When travel commences in Canada, payment for tickets will be in Canadian dollars at the Canadian dollar fare, or its equivalent in other currencies converted to Canadian dollars at the Bankers' Buying Rate of Exchange.
3. When travel commences in Saint-Pierre-et-Miquelon, payment for tickets will be in Euro at the Euro fare, or its equivalent in other currencies converted to Euro at the Bankers' Buying Rate of Exchange.
4. When travel originates outside Canada/Saint-Pierre-et-Miquelon but payment is made in Canada, the published fare in anything other than Canadian dollars will be converted to Canadian currency at the Bankers' Buying Rate of Exchange.
5. When travel originates outside Canada/Saint-Pierre-et-Miquelon but payment is made in Saint-Pierre-et-Miquelon, the published fare in anything other than Euro will be converted to Euro at the Bankers' Buying Rate of Exchange.
6. When travel originates outside Canada/Saint-Pierre-et-Miquelon and payment is not made in Canadian currency or Euro, the published fare will be converted to local currency at the Bankers' Buying Rate of Exchange.

## **Rule 30: Classes of Service**

Economy class service (Y) (non-refundable e-ticket) and (B) (refundable e-ticket) only are provided on Air Saint-Pierre flights.

Passengers travelling in those economy classes will be offered in flight amenities (when aircraft type and flight time permit) such as complimentary beverages, sandwiches, alcoholic beverages.

## **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

### (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.
3. A passenger who is holding an unused open-date ticket or a portion of that ticket 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.

#### 4. Group Bookings:

To qualify for a group Fare, 10 or more passengers must travel together on one Flight and be booked at the same time. In order to determine the minimum group size, two children, each paying at least 50 percent of the applicable adult fare, will be counted as one adult fare paying passenger.

When a group is required to travel together on the same flight(s), this requirement will apply unless the operating conditions make it impossible for the entire group to travel together, in which case, some members of the group may travel on preceding or succeeding flight(s) on which space is available.

The Carrier requires a 50,00€/70,00 deposit per passenger at the time of booking. This deposit is non-refundable and non-creditable in the event of a full and/or partial cancellation; however the deposit is applicable to final payment.

For full group booking rules, contact the Carrier's groups department.

### (B) Seat Assignment

1. The Carrier does not guarantee the assignment of any particular seat on the aircraft.



## **(C) Cancellation of Reservations**

The carrier will cancel reservations of any passenger:

1. Whenever such action is necessary to comply with any governmental regulation; or,
2. Due to an Event of Force Majeure, or
3. When the passenger has passed the ticketing time limit related to fare rule of the ticket, or
4. When the passenger has failed to meet check-in requirements set out in paragraph (F) below.

If a carrier does cancel a passenger's reservation due to (C)1. or 2. the passenger may take advantage of the provisions found in Rule 100.

## **(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. This will be considered a no show by the Carrier.

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 or not the passenger's ticket in accordance with the applicable fare rule.

## (F) Check-in Time Limits

The cut-off times below may not represent the amount of time required to drop off Baggage and to go through security. Passengers should arrive at the airport at least 90 minutes before a Flight.

Location	Opens Prior to Departure	Closes Prior to Departure
St-Pierre (FSP)	1 ½ hours	30 minutes
	(2 hours for Montreal flights)	30 minutes
	(3 hours for Paris flights)	45 minutes
Halifax (YHZ)	3 hours	45 minutes
St-John's (YYT)	3 hours	60 minutes
Montréal (YUL)	3 ½ hours	60 minutes
Îles de la Madeleine (YGR)	1 ½ hours	30 minutes

**\*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 from St-Pierre to Halifax leaves at 9:00 a.m., the passenger is required to have checked in and checked all baggage with carrier by 8:30 a.m. (30 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. The Carrier shall make a reasonable effort to inform its passengers of any delays or schedule changes.

## **Rule 45: Stopovers**

Stopovers are not permitted as defined in Rule 1.

## **Rule 50: Routings**

### **(A) Application**

1. A routing is applicable only to the fares which are specifically associated with it.
2. All routings are applicable in either direction, unless otherwise restricted.

## Rule 55: Baggage and Cargo Acceptance

### (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.

**Note:** This provision does not apply to aids for persons with disabilities See *Rule 70(E)*.

- c) Passengers should contact the Carrier or review its Web site for more information about which objects are not suitable for carriage as Checked Baggage and will only be accepted for transportation in the passenger cabin of the aircraft upon prior agreement with the Carrier.

#### 2. Unchecked Baggage (Carry-on baggage)

- a) Unchecked baggage must be within the carrier's size and weight limits to be taken onboard the aircraft.

**Note:** Carry-on baggage not allowed on F406 aircraft due lack of space. They will be accepted as checked baggage only.

- 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.

**Note:** This provision does not apply to aids for persons with disabilities. See Rule 70(E).

- c) Objects which are not suitable for carriage as checked baggage (e.g. delicate musical instruments) will only be accepted for transportation in the passenger cabin of the aircraft if advance notice is given to the Carrier and the Carrier agrees to carry the object. Passengers should contact the Carrier or review its Web site for more information about which objects are not suitable for carriage as checked baggage and will only be accepted for transportation in the passenger cabin of the aircraft upon prior agreement with the carrier.

## **(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 below:

### **1. Checked baggage**

- a) The exemption on the ATR 42 aircraft is 1 piece of luggage x 23 kilos per passenger on all international flights including all connecting flights with Air France in Montreal (with the exception of connecting Air France passengers in Business Class or Premium for which it is 1 piece of luggage x 30 kilos).

The exemption on the Cessna F406 is 2 pieces of luggage which must not exceed a combined total weight of 23 kilos.

- b) The exemption is 10 kilos for a baby (under 2 year of age), flying on their parents lap, without a seat (excluding stroller, car seat and playpen).
- c) If a passenger exceeds the maximum pieces of luggage and/or weight allowed, the passenger will be subject to the excess baggage charges set out in the chart in paragraph (D).
- d) 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.

### **2. Unchecked baggage (carry-on baggage)**

Unchecked Baggage must be within the Carrier's size and weight limits to be taken onboard the aircraft.

In the interest of passenger safety within the cabin, the Carrier, in its sole discretion, may check any Unchecked Baggage for any or no reason.

All Unchecked Baggage must be stored in an overhead bin or placed completely under the seat directly in front of the Guest (not possible on F406 aircraft).

Carry-on baggage is subject to the following additional conditions:

- a) On ATR-42 aircraft, one small carry-on baggage allowed not exceeding 19cm x 40cm x 46cm and a maximum weight of 5 kilos.

In addition to the free baggage allowances provided herein, each passenger may carry, without additional charges, the following articles of baggage only when retained in the passenger's custody:

- (i) Lady's handbag or pocketbook;
  - (ii) An overcoat or wrap;
  - (iii) An umbrella or walking stick;
  - (iv) An electronic device (laptop, small camera or an item of similar size).
- b) On F406 aircraft, only personal effects such as purse, electronic devices (laptop, small camera or an item of similar size) allowed.
  - c) If the baggage does not fit the baggage sizing device, it will be checked-in as a regular baggage.

**Note:** This provision does not apply to aids for persons with disabilities.  
(See Rule 70(E))

#### 4. Transportation of Special Items

Some restrictions apply for the transport of Baggage such as bicycles..., passengers should contact the Carrier or review its Web site for more information.

### (C) Collection and Delivery of Baggage

1. The passenger has the right to retrieve his or her baggage without delay.
2. Only the passenger who was given a baggage identification tag when the carrier took possession of the baggage is entitled to accept delivery of the baggage.
3. If the passenger claiming the checked baggage is unable to produce 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 115(B), 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

Baggage in excess of the free baggage allowance as specified above will be accepted by the Carrier upon payment of the applicable excess baggage charge specified in the below table. The charge for the excess baggage is payable prior to departure at the point of check-in at all stations except Montreal and Îles de la Madeleine where the Carrier will ask the passenger to file an "Excess baggage form". Passenger will be then invited to pay the excess at their arrival in St-Pierre.

**Note:** This provision does not apply to aids for persons with disabilities. (See Rule 70(E))

The maximum weight limit per single piece of baggage is 32 kilos (on ATR aircraft only). Any single pieces of baggage over 32 kilos will not be accepted as checked baggage and must be shipped through cargo.

Departing to/from :	Charges
Îles de la Madeleine (YGR)	2 pieces of baggage free of charge with a maximum combined weight of 23 kg * 25 € / \$35.00CAD per additional luggage
St. John's (YYT)	\$1.74CAD / 1,23 € per kilo (max 32kg/piece) 25 € / \$35.00CAD per additional luggage
Halifax (YHZ)	\$3.29CAD / 2,32 € per kilo (max 32kg/piece) 25 € / \$35.00CAD per additional luggage
Montréal (YUL)	\$5.50CAD / 3,70 € per kilo (max 32kg/piece) 50 € / \$75.00CAD per additional luggage
Paris (CDG)	6,05€ per kilo (max 32kg/piece) 50 € per additional luggage

\*Fight operated with the Cessna F406

**NOTE: All excess baggage will be transported on a space available basis.**



## (E) Excess Value Declaration Charge

The carrier does not propose/offer the passenger to declare a higher value. This service must be done with an insurance company proposing such a service.

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

## (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 Animals 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 and carried in a rigid case equipped with a closing mechanism (padlock or key lock or code). 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.
7. The passenger shall not include in the checked baggage fragile or perishable items, money, medication, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents. The Carrier shall not be liable for loss,

damage or delay in the delivery of such articles when they are included in the checked baggage.

8. Any other items deemed by the Carrier to be unacceptable from time to time.

## **(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.

**Note:** This provision does not apply to aids for persons with disabilities. See *Rule 70(E)*

## **(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.

## **(I) General Conditions of Acceptance of Cargo**

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

- (1) Cargo will be carried within space and weight limitations of the aircraft.

- (2) The Carrier shall issue in respect of goods, a manifest, air waybill, bill of lading or other similar document.
- (3) The carrier shall have the right to make such inspections of cargo (physical search) as it deems necessary with the security regulation, with or without the shipper's consent or knowledge. The existence or exercise of such right shall not be construed as an agreement, expressed or implied, by the carrier to carry such cargo as would otherwise be precluded from carriage in accordance with this tariff.
- (4) The carrier shall not be liable for any damage to any cargo resulting from exposure to electro-magnetic x-ray or fluoroscopic metal or other detecting devices as a result of any inspections.
- (5) All cargo presented for carriage shall be crated or otherwise suitably enclosed and be of weight, size and character that is suitable for carriage on the aircraft.
- (6) Animals/pets such as domestic dogs, cats, ferrets, rabbits, and birds when properly crated in leak proof plastic cages or container/kennel with adequate space for the comfort of the animal (must allow the animal to stand up and turn around), well ventilated, without offensive odor as determined by the carrier - see also Rule 75 (A) 4. - with entry permit and other documents required by countries of entry or transit will be accepted for carriage at the owners risk, and subject to the requirements of the carrier. The owner must make all arrangements and assume full responsibility for complying with any applicable laws, customs and/or other governmental regulations, requirements or restrictions of the country, state or territory to which the animal is being transported.
- (7) Perishable goods shall be properly packed by the shipper to prevent damage or deterioration in flight. The carrier shall not be liable for any loss, damage, deterioration or destruction of perishable goods regardless of its cause, including loss, damage, deterioration or destruction resulting from delay in departure or enroute.
- (8) Non-acceptance by Consignee : where any goods are refused by the consignee, or effective arrangements have not been made by the shipper for the consignee to accept goods at the destination, or where instructions for disposal cannot be obtained from the shipper or consignee, or where there is danger that the goods shall become worthless because of delay in transit or delivery or non-delivery, the carrier shall without prior notice, dispose of the goods upon such terms as shall appear fit and proper to the carrier from and against any and all costs of disposal, delivery or storage thereof.
- (9) Refusal of Carriage: the carrier shall refuse to carry or shall remove enroute any cargo when:
  - (A) Such cargo:

- will endanger the safety of the aircraft, crew, other cargo, passengers or baggage;
- is shipped contrary to any applicable laws, regulations or orders of anyplace to be flown from, into or over;
- is liable to cause damage to the aircraft or to baggage or other cargo, or injury to persons onboard the aircraft;
- is likely to be damaged by air carriage;
- is improperly packed or otherwise defective.

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

(10) Application of rates and charges:

- Charges will be assessed at the rates in effect on the day of acceptance of the shipment by the Carrier or its agents.
- Transportation charges on each differently rated part of the shipment will be assessed on the actual or cubic dimensional weight, whichever is the greater of the two, of each part.

## **Part III – At the Airport/During Travel**

### **Rule 60: Acceptance of Children for Travel**

#### **(A) General**

1. Infants and Children under 12 years of age, accompanied in the same cabin by a passenger 18 years of age or older, will be accepted for transportation.
2. Persons entrusted with the care of infants and children must be capable of discharging this duty.

#### **Infants**

1. Infants do not require a seat but require a ticket. If the infant does not occupy a seat, then the infant must be held on the lap of an accompanying passenger 18 years of age or older.
2. Only one infant may be held in the lap of an accompanying passenger.
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 at the time of departure but reaching his/her second birthday during the continuing/return flight(s) will require a seat without paying the applicable fare for the continuing/return flight(s).
5. Infants occupying a seat must be properly secured in a Transport Canada approved child restraint device.

#### **Children**

1. All children, two years of age or older, must be ticketed and assigned a seat.
2. All Minors, from 12 to 17 years of age, will be able to travel unaccompanied without supervision and will be considered to be a teenager for fare purposes.

## (B) Acceptance of Infants and Children

### For International transportation to and from Canada

Age	Accepted	Conditions
1 day to 23 months (infant)	Yes	<p>Infants travel free of charge. An infant must be held on the lap by an accompanying adult passenger.</p> <p>An Infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assessed the applicable child Fare.</p>
2 to 11 years old (child)	Yes	<p>This passenger is considered to be a child for the purpose of air travel and will pay 50% of the adult fare.</p> <p>These passengers must be either supervised by a passenger of 18 years or older or use the carrier's unaccompanied minor services. (See <i>Rule 65, Unaccompanied Minors</i>)</p> <p>The use of an approved child restraint device is optional for children age two and up.</p>
12 to 17 years old (teenager)	Yes	<p>This passenger is considered to be a teenager for the purpose of air travel and will pay 80% of the adult fare.</p> <p>These passengers will be eligible to travel unaccompanied and unsupervised.</p>
18 years and older	Yes	<p>These passengers are considered to be adults for the purpose of air travel and will pay the applicable adult fare.</p>
60 years and older (senior)	Yes	<p>These passengers are considered to be seniors for the purpose of air travel and will pay 80% of the adult fare.</p>

## (C) Documentation

1. Required documents to enter Saint-Pierre-et-Miquelon according to the nationality of the passenger are as follows:
  - (a) Nationals of European Union : a valid passport as well as their eTA (Electronic Travel Authorization), both mandatory for transit within Canada).
  - (b) Canadian citizens: if staying longer than 90 days, a valid passport which must be valid for at least 3 months beyond the expiration date;  
  
If arriving directly from Canada and staying fewer than 90 days, a Canadian official identity card with an official photo, ie:
    - the regular or "plus" driver's license,
    - the regular or "plus" identity card,
    - the secured certificate of Indian status.
  - (c) All other nationalities: a valid passport with or without visa depending on the nationality as well as their eTA for transit within Canada.

Note: it is recommended to refer to Carrier for more information.

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) Death certificate if one parent is deceased;
  - (d) Any other documentation required by the country of destination.
3. A minor child who lives in Saint-Pierre-et-Miquelon (France) and travels abroad alone or without being accompanied by one of his parents must have an exit permit (Autorisation de Sortie du Territoire - AST). It is a form established and signed by a parent (or legal guardian). A child traveling with his father or mother does not need an AST. The form must be accompanied by a photocopy of an identity document from the signatory parent (see the Carrier website for more information).

## (D) 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. If unavailable online and if requested by the customer, check-in agents attempting to locate adjoining seats at check-in;
- b. If efforts are unsuccessful at check-in, gate agents attempting to locate adjoining seats at boarding, or if unavailable, requesting volunteers to change seats;
- c. If efforts are unsuccessful at boarding, flight attendant requesting volunteers to change seats on-board.
- d. 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

### (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.

### (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 11 years of age may only travel unaccompanied if they are using the UM Service, outlined below.

### (C) Travel Restrictions

The UM Service is available on the carrier’s flights only, and/or to the final destination if the child is continuing its travel with Air France, via Montreal only.

**Note:** Air France UM Service is also available for children 5 years and older.

### (D) Fares and Charges

There is no extra charge for the UM Service on Air Saint-Pierre flights.

### (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. The Carrier will make reasonable efforts to accommodate requests not made within this time limit.
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. 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.
6. Confirmed reservations must be booked for unaccompanied minors. Standby travel is not permitted.
7. A minor with a medical condition or a minor with a disability may not be accepted for travel unaccompanied. Medical clearance may be required for any UM Service to be offered to a minor with a medical condition or a disability.

**Note:** For provisions related to Medical Clearance, refer to Rules 70 (C)

## **(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 70: Carriage of Persons with Disabilities

Fare paying passengers shall be considered disabled when their physical, medical or mental conditions requires individual attention on emplaning, deplaning, during flight, in an emergency evacuation or during ground handling which is normally not extended to other passengers.

### (A) Definitions

For the application of this rule, the following definitions apply:

**"Aid"** means a device that for medical reasons is required for the mobility or well-being of a person.

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

**"Non Ambulatory"** means a person who is not able to move about within the aircraft unassisted.

**"Assistant / Attendant"** (Personal attendant) means an able-bodied person physically capable of assisting a disabled passenger to an exit in the event of an emergency and who will attend to the personal needs of that passenger during flight where such is required.

**"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.

**"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.

**"Non-self-reliant"** means a person who is incapable of self-care during flight.

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

## (B) 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.

## (C) 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 Carrier 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.

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

<u>Disability</u>	<u>Assistant Required</u>
Blind	No
Deaf	No
Blind and Deaf	Yes
Intellectually Disabled/Self-reliant	No
Intellectually Disabled/Non-self-reliant	Yes
Ambulatory/Self-reliant	No
Ambulatory/Non-self-reliant	Yes
Non-ambulatory/Self-reliant	Yes
Non-ambulatory/Non-self-reliant	Yes

**NOTE:** The maximum per flight: No limit.

## (D) Medical Clearance

The Carrier will not automatically require a medical certificate from 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, or that of other passengers, cannot be guaranteed. Where a carrier refuses to transport a passenger for such reasons, a written explanation must be provided at the time of refusal.

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

## (F) Seating Restrictions and Assignment

When a person identifies the nature of his or her disability, the Carrier will provide the 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 will, if they so request, be seated together or in other seating arrangements of their choice.

## (G) Acceptance of Aids

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

1. **On the ATR aircraft only**, wheelchairs and scooters with non-spillable dry cell batteries, including lead acid, with terminals disconnected and taped.

The passenger will arrange for wet cell batteries from wheelchairs and scooters to be packaged in an approved leak proof container. The Carrier will be responsible for the disconnection and reconnection of any terminals.

Scooters shall be required to be checked in and the passenger shall transfer to a wheelchair provided by the Carrier. Adequate time is needed to disconnect/connect and dismantle and reassemble the scooter before and after the Flight and the Carrier shall make best efforts to perform this task in a timely manner.

2. **Other mobility aids**: the Carrier will accept walkers, canes, crutches, prostheses, communication devices and other medical devices at no extra charge and in addition to the Baggage allowance. Walkers, crutches and canes may be retained by the passenger while in Flight provided that the device can be stowed in an approved location without exceeding the weight limit for the most

appropriate area of the aircraft, and the device does not obstruct access to safety equipment, exits or the aisle.

Where the aircraft design does not permit the carriage of the aid, the Carrier will advise the person with a disability of alternate transportation arrangements that the person may make to transport the aid, or to travel with the aid.

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.

**NOTE:** For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids, refer to Rule 115(A)2.

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.

## **(I) Services to be Provided**

Carrier will ensure that services are provided to persons with disabilities when a request for such services is made at least 24 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;
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**

Persons with disabilities needing assistance with boarding and deplaning may be required to board separately (normally prior to all other passengers) and disembark separately (normally after all other passengers).

## **(K) Communication and Confirmation of Information**

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

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

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

## **(L) 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 air carrier.

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

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 plastic cage or container/kennel with adequate space for the comfort of the animal (must allow the animal to stand up and turn around). The cage or container/kennel must be approved by the carrier.

**Note:** This provision does not apply to Service Animals accompanying passengers with disabilities.

4. An animal and its container will not be included in the passenger's free baggage allowance and will be issued an AVIH ticket prior to the flight with the applicable charges (see table below).

**Note:** This provision does not apply to Service Animals accompanying passengers with disabilities. Service Animals 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.

**Note:** importation of animals in Saint-Pierre-et-Miquelon is strictly regulated. The requirements regarding import and reintroduction of domesticated carnivores (dogs, cats, ferrets) to Saint-Pierre-et-Miquelon are as follow:

- Be identified (visible tattoo or microchip).
- Travel with any and all completed official identifying documents.
- Be vaccinated for rabies.



- Fulfill all applicable sanitary requirements showing that the animal is safe guarded against any infectious disease other than rabies :
  - o A certificate of “good bill of health” issued no more than ten (10) days prior must be presented as part of the importation of the animal to the islands ;
  - o This certificate of “good bill of health” is no longer required for animals returning from a stay of no more than two (2) months within Canada or the European Union.

**Important:** Import of dogs of “1st category”, notably similar in race characteristics as the following breeds: Staffordshire terrier, American Staffordshire terrier (pitbulls), Mastiff (boerbulls), Tosa, is prohibited in Saint-Pierre and Miquelon.

Please see the airline website for additional details.

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; a maximum of 2 cages per flight (one animal per cage) is permitted on the ATR aircraft only.
2. 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 115, Limitations of Liability.
7. **Charges:** Please see table below for charges for transportation of the animal and container as checked baggage.

## **(C) Animals in Cabin**

1. Only one animal per passenger may be accepted for carriage in the passenger cabin (not possible on F406 aircraft).
2. The number of animals carried in the passenger cabin is limited to 2 animals per flight.
3. The maximum allowable weight for both the animal and in-cabin pet container/kennel must not exceed 5 kg.

4. The in-cabin container/kennel must be stored under the seat directly in front of the passenger.
5. The animal must remain in the container/kennel for the entire duration of the journey.
6. If the container/kennel exceeds the maximum weight mentioned in 3. above, passengers will require to tender the animal as checked baggage.
7. The carrier may request a passenger with an in-cabin animal to change seats after boarding to accommodate other passengers.
8. The passenger will be asked to complete and sign the "REQUIREMENTS FOR TRANSPORTING ANIMALS IN THE CABIN" form.
9. **Charges:** Please see the table below for charges for transportation of the animal in the passenger cabin.

## **(D) Acceptance of Service Animals**

Carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided that the animal is properly harnessed and certified in writing as having been trained by a professional service animal institution, to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat. 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. Except as may otherwise be provided for in this tariff, the carrier will not be responsible in the event of injury, sickness or death of such animal.

The person with a disability must make all arrangements and assume full responsibility for complying with laws, customs and/or other governmental regulations, requirements, or restrictions of the country, province, state or territory to which the animal is being transported, including but not limited to furnishing valid health and vaccination certificates, when required. Carrier will not be responsible in the event any such specialty animal is refused entry into or passage through any country, province, state or territory.

Note: transportation of Service Animal is not possible on Cessna F406.

**See also: Rule 115(A)4., Service animals**

<b>Charges (Animal + Cage) as Checked baggage</b>			
<b>Departing to/from</b>	<b>(Small Cage + Animal) – 10 kilos</b>	<b>(Medium Cage + Animal) 10-30 kilos</b>	<b>(Large Cage + Animal) + 30 kilos</b>
<b>Magdalen Islands (YGR)</b>	\$22CAD / 18€ one-way \$44CAD / 36€ return	N/A	N/A
<b>St. John's (YYT)</b>	\$22CAD / 18€ one-way \$44CAD / 36€ return	\$33CAD / 27€ one-way \$66CAD / 54€ return	\$44CAD / 36€ one-way \$88CAD / 72€ return
<b>Halifax (YHZ)</b>	\$33CAD / 27€ one-way \$66CAD / 54€ return	\$50CAD / 41€ one-way \$100CAD / 82€ return	\$66CAD / 54€ one-way \$132CAD / 108€ return
<b>Montreal (YUL)</b>	\$44CAD / 36€ one-way \$88CAD / 72€ return	\$66CAD / 54€ one-way \$132CAD / 108€ return	\$88CAD / 72€ one-way \$176CAD / 144€ return
<b>Paris (CDG)</b>	200€ one way 400€ return	200 € one way 400 € return <b>(max 32 kilos)</b>	N/A

<b>Animals in cabin</b>	
<b>Departing to/from</b>	<b>Charges</b>
<b>Magdalen Islands (YGR)</b>	N/A
<b>St. John's (YYT)</b>	\$22CAD / 18€ one-way \$44/ 36€ return
<b>Halifax (YHZ)</b>	\$33CAD / 27€ one-way \$66/ 54€ return
<b>Montreal (YUL)</b>	\$44CAD / 36€ one-way \$88/ 72€ return
<b>Paris (CDG)</b>	200€ one way 400€ return

## **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 concerned carriers.
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**

1. Prior to travel, the passenger must be prepared to submit for inspection to the carrier all travel documents required by the concerned countries.
2. The carrier will have the right to make and retain copies of the travel documents presented by the passenger.
3. As described in Rule 105, Refusal to Transport, the carrier reserves the right to refuse transportation to any passenger who fails to present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries where travel is intended or whose travel documents do not appear to be in order.

### **(C) Fines, Detention Costs**

1. 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.

2. A passenger found inadmissible either en route or at destination will not be provided a refund by the carrier on any used sector irrespective of the fare purchased. However, the passenger will be entitled to any residual value remaining on his or her ticket for any unused sectors respectively of the fare purchased. The passenger may choose to have this residual value refunded depending if refundable or nonrefundable ticket, or applied towards the issuance of another ticket with applicable exchange penalties.

## **(D) 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.

## **(E) Security Inspection**

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

## **Rule 85: Ground Transfer Services**

### **(A) General**

1. The carrier does not maintain, operate or provide ground transfer services between airports or between airports and city centers.
2. 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.
3. 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: Schedule Irregularities**

### **(A) Applicability**

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

### **(B) General**

1. The carrier will make all reasonable efforts to transport the passenger and his/her baggage at the times indicated in its timetable.
2. Times shown in timetables or elsewhere are approximate and not guaranteed and form no part of the contract of carriage. Schedules are subject to change without notice and the carrier assumes no responsibility for the passenger making connections. 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.
3. 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. However, in the case of international transportation, a passenger may invoke the provisions of Convention regarding liability in the case of passenger delay. (see Rule 115(A)3.)
4. 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.
5. It is always recommended that the passenger communicate with the carrier either by telephone, electronic device or via the carrier's website to ascertain the flight's status and departure time.
6. In the case of schedule irregularities, the carrier will give priority for assistance to any person with a disability and unaccompanied minors.

### **(C) Passenger Options – Re-Rerouting or Refund**

1. Given that a passenger has a right to information on flight times and schedule changes, the carrier will make reasonable efforts to inform passengers of schedule irregularities and to the extent possible, the reason for the schedule irregularities.

2. In the event of a schedule irregularity, within the carrier's control, the carrier will present the passenger with the following options:
  - (a) Carry the passenger to the destination named on the ticket, or applicable portion thereof, within a reasonable amount of time, on another of its passenger aircraft or,
  - (b) Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on its own transportation services within a reasonable amount of time. If the fare for the revised routing is higher than the fare paid by the passenger, the carrier will require no additional payment from the passenger; or,
  - (c) Reroute the passenger to the destination named on the ticket, or applicable portion thereof, on another air carrier's transportation services, including interline or, where possible and necessary, non-interline carriers, within a reasonable amount of time. If the fare for the revised routing is higher than the fare paid by the passenger, the carrier will require no additional payment from the passenger; or,
  - (d) If the passenger chooses to no longer travel as the schedule irregularity results in the loss of purpose of travel or if the carrier is unable to perform the option stated in (a), (b) or (c) above within a reasonable amount of time, the carrier will refund the full amount of the ticket in accordance with Rule 120(B)2.

Nothing in the above shall limit or reduce the passenger's right, if any, to claim damages, if any, under the applicable convention, or under the law when neither convention applies.

In addition to the above, the carrier will always consider the needs of the passenger on a case by case basis and take into account all known circumstances to avoid or mitigate the damages caused by the schedule irregularity within the carrier's control.

3. In the event of a schedule irregularity, not within the carrier's control (e.g. weather), the carrier will provide the following:
  - (a) 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.
  - (b) 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. The refund will be made to the purchaser of the ticket(s). The form of refund will be the same form used as payment of the ticket(s). For complete conditions on refunds see Rule 120(B).



- (c) 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).

## **(D) Right to Care**

1. 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:
  - (a) For a schedule irregularity lasting longer than 4 hours, the carrier will provide the passenger with a meal voucher.
  - (b) For a schedule irregularity lasting more than 8 hours or overnight, the carrier will provide overnight hotel accommodation and airport transfers for the passenger. The carrier is not obligated to provide overnight accommodation for passengers at the first airport of departure appearing on the ticket.
  - (c) 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.

## Rule 95: Denied Boarding and Overbooking

The carrier does not overbook flights, therefore, no denied boarding compensation is offered to the passenger.

However, if a flight is overbooked due to involuntary technical issue and the carrier is not able to accommodate a passenger on the flight on which he or she held confirmed and ticketed reservations, the carrier will:

- (a) Arrange to provide reasonable alternate transportation on its own services; or
- (b) If the carrier is unable to provide reasonable alternate transportation on its own services, the carrier will try to arrange transportation on the service of another carrier or combination of carriers on a confirmed basis in the same comparable, or lower booking code; or
- (c) Refund the total fare paid for each unused segment if the passenger decides not to travel anymore.

In addition of (a) and (b), the carrier will also reimburse any additional costs, if applicable (accommodation, meals, ground transportation, etc.).

## **Rule 100: Passenger Rights (Per Flight Rights Canada)**

The principles of Flights Rights Canada have been incorporated fully in to the following rules:

1. Rule 55, Baggage and Cargo Acceptance
2. Rule 90, Schedule Irregularities
3. Rule 95, Denied Boarding and Overbooking
4. Rule 120, Refunds

## Rule 105: 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.

**Note:** The carrier is required to screen each passenger by looking at the passenger, and in particular the passenger's entire face, to determine if they appear to be 18 years of age or older.

The carrier is also required to screen each passenger who appears to be 18 years of age or older by comparing the passenger, and in particular the passenger's entire face, against one piece of government-issued photo identification that shows the passenger's name, date of birth and gender.

#### 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

- (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 70, Carriage of Persons with Disabilities.

**Exception:** (for transportation to/from Canada) the carrier will accept the determination of a person with a disability as to self-reliance as per Rule 70, 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.
- (c) When the passenger has an offensive odour.

### **Medical clearance**

- (d) 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 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:

- (i) An expectant mother with a complication-free pregnancy can travel on the carrier's flights up to the 36th week of her pregnancy or up to four weeks before her expected due date without a medical certificate.
- (ii) An expectant mother who is in or beyond the 36th week 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.

## **(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 onboard 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 onboard the aircraft after being advised to stop such use by a member of the crew.
- (i) The person is inappropriately dressed.
- (j) The person has a prohibited article or concealed or unconcealed weapon(s). However, the carrier will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under government regulations.

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

## 2. Carrier Response to Prohibited Conduct

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

- (a) Removal of the passenger at any point.
- (b) **Probation:** At any time, the carrier may stipulate that the passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the carrier to provide transport to the passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the carrier's reasonable discretion, is necessary to ensure the passenger continues to avoid prohibited conduct.
- (c) **Refusal to Transport the Passenger:** The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the carrier is satisfied that the passenger no longer constitutes a threat to the safety of other passengers, crew or the aircraft or to the comfort of other passengers or crew; the unhindered performance of the crew members in their duty onboard 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 in accordance with Rule 120(B), 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 international conventions (e.g., the Warsaw Convention or the Montreal Convention) and related treaties.

2. 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 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.
3. 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 110: 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.
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 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 110(E) 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:** The period of validity for transportation is 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.
3. **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) Fails to operate a flight reasonably according to schedule;
  - (c) 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.

2. **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.
3. **Medical Reason:** If the passenger is unable to commence travel due to medical reasons, the carrier will extend the period of validity beyond the original validity expiry date for a maximum of three months. A ticket can only be extended once and the extension must be requested within 30 days prior to the expiry date of the original ticket validity. The medical reason must be certified in writing by a physician specifying that the passenger is prevented from commencing his journey before his/her original ticket expires.

## (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 on the date and flight for which space has been reserved.

## (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.

## Part IV – After Travel

### Rule 115: Limitations of Liability

Applicable to International Transportation to and from Canada

#### (A) Laws and Provisions Applicable

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

1. The carrier shall be liable under the Montreal Convention, 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:
    - (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 Montreal Convention, to such claims including, but not limited to, the exoneration defense of Article 20 of the Montreal Convention.
  - (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 Montreal Convention. 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 Montreal Convention, 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:
  - (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) Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of the Carrier are not servants or agents of the carrier, and the Carrier is not liable to the extent the delay is caused by these kinds of facilities personnel.

- (b) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Montreal Convention, 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 Montreal Convention, to claims for damage occasioned by delay, including, but not limited to, the exoneration defense 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 22(5) of the Montreal Convention.

**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) Air Saint-Pierre will not be held liable for damaged, delayed or missing luggage unless checked in directly with:
    - (i) Air Saint-Pierre (PJ) counters in St. John's (YYT), Halifax (YHZ), Montreal (YUL), Magdalen Islands (YGR);
    - (ii) ASL counters in Paris (CDG) – Terminal 3 – for direct flights Paris/St-Pierre;
    - (iii) Air France (AF) counters (Paris and provinces) and only with passengers travelling under AF and/or AF+PJ tickets via Montreal with FSP as final destination.
  - (b) 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 Montreal Convention. 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.

- (c) The carrier does not propose/offer the passenger to declare a higher value for checked baggage. This service must be done with an insurance company proposing such a service.
- (d) In the case of unchecked baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
- (e) The carrier is liable for the damage sustained in case of destruction or loss of, or damage to checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the Carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. Furthermore a limited release tag will be affixed to all baggage already damaged and/or fragile items and/or perishables Items at time of check-in which will not be considered for any claim of some sort.

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 Montreal Convention, in addition to any limitation of defense recognized by a Court with proper jurisdiction over claim.

- (f) The Carrier reserves all defenses and limitations available under the Montreal Convention, to such claims including, but not limited to, the defense of Article 19 of the Montreal Convention, and the exoneration defense of Article 20 of the Montreal Convention. The limits of liability shall not apply in cases described in Article 22(5) of the Montreal Convention.

### **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.

### **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.

## **(B) Time Limitations on Claims and Actions**

Under the Montreal Convention, 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.

## (C) Notices

The Carrier will provide each passenger whose transportation is governed by the Montreal Convention with the following notice:

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

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

For services provided in the EU, the Carrier will use the following Notice in addition to the preceding notice:

**“Limits of liability: the applicable limits of liability for your journey on a flight ticketed by the 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 (the carrier shall have no liability for any damage to baggage in the form of scratches, dents, scuffs, soiling, nicks, or to handles, straps, seams, zippers, wheels or locks, or resulting from manufacturer's defect(s), normal wear and tear or adverse weather conditions. Furthermore a limited release tag will be affixed to all baggage already damaged and/or fragile items and/or perishables items at time of check-in which will not be considered for any claim of some sort.) or delay to baggage, 1,131 Special Drawing Rights per passenger in most cases. The Carrier does not propose the passenger to 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 its baggage and paying any supplementary fee that may apply. Consequently if the value of its baggage exceeds the applicable limit of liability, the passenger should fully insure it before its 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.”**



## **(D) 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.

## **(E) 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.

## **(F) Gratuitous Transportation**

All passengers who are transported gratuitously by the carrier will be governed by all the provisions of this rule and by all other applicable rules of this tariff.

## **(G) Exclusion from Liability Respecting Goods**

Please refer to the Carrier Tariff CTA(A) No.5 "TARIFF CONTAINING RULES, RATES AND CHARGES APPLICABLE TO TRANSPORTATION OF CARGO" which is published on the website of the Carrier.

## Rule 120: Refunds

### (A) General

1. The passenger must present to the Carrier or its authorized agent 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 10 business days for credit card purchases, cash or cheque transactions.

### (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 amount refunded to the purchaser will be the one that results in the most generous amount using one of the following methods:
  - (i) The difference between the fare paid and the fare for transportation actually used or to be used; or,
  - (ii) Provided that the point where travel terminated was on the passenger's routing as shown on the original ticket and the routing remains unchanged, 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; or,

- (iii) If the point where the passenger terminated travel was not on the routing specified on the ticket, the refund will be based on the lowest applicable fare of any air carrier operating between the point where the passenger terminated travel to the destination or next stopover point named on the ticket or to the point at which transportation is to be resumed.
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.

### **(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.
6. Non-refundable tickets can be exchanged for a future ticket for up to one year from the ticket issue date as long as the reservation is cancelled on or before the first travel date on the ticket.

### **(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.

## **(E) Refusal to Refund**

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