

TARIFF CONTAINING RULES
APPLICABLE TO SCHEDULED SERVICES
FOR THE TRANSPORTATION OF
PASSENGERS AND BAGGAGE OR GOODS
BETWEEN
POINTS IN CANADA ON THE ONE HAND
AND
POINTS OUTSIDE CANADA ON THE OTHER HAND

I

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For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

0001 DEFINITIONS

- * **ADULT** MEANS A PERSON WHO HAS REACHED HIS/HER 12TH BIRTHDAY
* AS OF THE DATE OF COMMENCEMENT OF TRAVEL.
*
- * **AFFECTED FLIGHT** MEANS A FLIGHT INVOLVED IN A SCHEDULE
* IRREGULARITY.
*
- * **AIRLINE DESIGNATOR CODE** MEANS AN IDENTIFICATION CODE
* COMPRISED OF TWO-CHARACTERS WHICH IS USED FOR COMMERCIAL AND
* TRAFFIC PURPOSES SUCH AS RESERVATIONS, SCHEDULES,
* TIMETABLES, TICKETING, TARIFFS AND AIRPORT DISPLAY SYSTEMS.
* AIRLINE DESIGNATORS ARE ASSIGNED BY IATA. WHEN THIS CODE
* APPEARS ON A TICKET, IT REFLECTS THE CARRIER THAT IS
* MARKETING THE FLIGHT WHICH MIGHT BE DIFFERENT FROM THE
* CARRIER OPERATING THE FLIGHT.
*
- * **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.
*
- * **ARBITRARY** MEANS AN AMOUNT PUBLISHED FOR USE ONLY IN
* COMBINATION WITH OTHER FARES FOR THE CONSTRUCTION OF
* THROUGHFARES. IT IS ALSO REFERRED TO AS "ADD-ON" OR "ADD-ON
* FARE", "PROPORTIONAL FARE", AND "BASING FARE."
*
- * **BAGGAGE** WHICH IS EQUIVALENT TO LUGGAGE, MEANS SUCH ARTICLES,
* EFFECTS AND OTHER PERSONAL PROPERTY OF A PASSENGER AS ARE
* NECESSARY OR APPROPRIATE FOR WEAR, USE, COMFORT OR
* CONVENIENCE IN CONNECTION WITH HIS TRIP. UNLESS OTHERWISE
* SPECIFIED, IT SHALL INCLUDE BOTH CHECKED AND UNCHECKED
* BAGGAGE OF THE PASSENGER.
*
- * **BAGGAGE CHECK** MEANS THOSE PORTIONS OF THE TICKET WHICH
* PROVIDE FOR THE CARRIAGE OF PASSENGER'S CHECKED BAGGAGE AND
* WHICH ARE ISSUED BY CARRIER AS A RECEIPT FOR PASSENGER'S
* CHECKED BAGGAGE.
*
- * **BAGGAGE RULE** MEANS THE CONDITIONS ASSOCIATED WITH THE
* ACCEPTANCE OF BAGGAGE, ALLOWANCES AND ALL RELATED CHARGES.
* FOR EXAMPLE, BAGGAGE RULES MAY ADDRESS THE FOLLOWING TOPICS:
* THE MAXIMUM WEIGHT AND DIMENSIONS OF PASSENGER BAGS, IF
* APPLICABLE, BOTH CHECKED AND UNCHECKED;
* THE NUMBER OF CHECKED AND UNCHECKED PASSENGER BAGS THAT
* CAN BE TRANSPORTED AND THE APPLICABLE CHARGES;
* EXCESS AND OVERSIZED BAGGAGE CHARGES;
* CHARGES RELATED TO CHECK-IN, COLLECTION AND DELIVERY OF
* CHECKED BAGGAGE;
* ACCEPTANCE AND CHARGES RELATED TO SPECIAL ITEMS, E.G.
* SURFBOARDS, PETS, BICYCLES ETC;

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

* BAGGAGE PROVISIONS RELATED TO PROHIBITED OR
* UNACCEPTABLE ITEMS, INCLUDING EMBARGOES;
* TERMS OR CONDITIONS THAT WOULD ALTER OR IMPACT BAGGAGE
* ALLOWANCES AND CHARGES APPLICABLE TO PASSENGERS (E.G.
* FREQUENT FLYER STATUS, EARLY CHECK-IN, PRE-PURCHASING
* BAGGAGE ALLOWANCES WITH A PARTICULAR CREDIT CARD): AND
* OTHER RULES GOVERNING TREATMENT OF BAGGAGE AT STOPOVER
* POINTS, INCLUDING PASSENGERS SUBJECT TO SPECIAL
* ALLOWANCES OR CHARGES, ETC.

* **BAGGAGE TAG** MEANS A DOCUMENT ISSUED BY CARRIER SOLELY FOR
* IDENTIFICATION OF CHECKED BAGGAGE, THE BAGGAGE (STRAP) TAG
* PORTION OF WHICH IS ATTACHED BY CARRIER TO A PARTICULAR
* ARTICLE OF CHECKED BAGGAGE AND THE BAGGAGE (CLAIM) TAG
* PORTION OF WHICH IS GIVEN TO THE PASSENGER.

* **BANKERS' BUYING RATE OF EXCHANGE OR BANKERS' RATE OF
* EXCHANGE** MEANS:

* IN CANADA, THE UNIT RATE PUBLISHED IN THE TORONTO GLOBE
* AND MAIL FRIDAY EDITION EACH WEEK, AS FOREIGN EXCHANGE
* MID MARKET RATE IN CANADIAN FUNDS. WHEN A NATIONAL
* HOLIDAY FALLS ON FRIDAY, THE RATES QUOTED ON THE
* PREVIOUS BUSINESS DAY WILL BE USED. THESE RATES WILL
* BE APPLICABLE FROM MONDAY OF THE FOLLOWING WEEK UP TO
* AND INCLUDING THE FOLLOWING SUNDAY.

* IN THE UNITED STATES, THE RATE PUBLISHED EACH TUESDAY
* IN THE WALL STREET JOURNAL UNDER THE HEADING FOREIGN
* EXCHANGE. THIS RATE WILL BE APPLICABLE FROM WEDNESDAY
* OF EACH WEEK UP TO AND INCLUDING THE TUESDAY OF THE
* FOLLOWING WEEK. WHEN A NATIONAL HOLIDAY FALLS ON
* MONDAY, FOREIGN EXCHANGE RATES DO NOT APPEAR IN THE
* TUESDAY EDITION OF THE WALL STREET JOURNAL. IN SUCH
* EXCEPTIONAL CASES, THE PREVIOUS WEEK'S RATES ARE USED
* THROUGH WEDNESDAY INSTEAD OF TUESDAY, AND THE WEDNESDAY
* EDITION OF THE WALL STREET JOURNAL WILL BE USED FOR THE
* PERIOD THURSDAY THROUGH TUESDAY OF THE FOLLOWING WEEK.

* IN OTHER COUNTRIES, THE RATE AT WHICH A BANK WILL
* PURCHASE A GIVEN AMOUNT OF FOREIGN CURRENCY IN EXCHANGE
* OR ONE UNIT OR UNITS OF NATIONAL CURRENCY OF THE
* COUNTRY IN WHICH 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 PASS** MEANS THE DOCUMENT ISSUED BY THE CARRIER TO
* THE PASSENGER, IN EITHER DIGITAL OR PRINTED FORMAT, WHICH
* 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 AREA** MEANS THE POINT WHERE THE PASSENGER'S FLIGHT

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* 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 TIME DEADLINE** MEANS THE TIME LIMIT SPECIFIED BY THE
 * CARRIER BY WHICH THE PASSENGER MUST BE PRESENT AT THE
 * DESIGNATED BOARDING AREA FOR THEIR FLIGHT.
 *

* **BUSINESS CLASS FARE** MEANS THE FULL FARE ESTABLISHED FOR A
 * NORMAL REGULAR OR USUAL SERVICE, THE APPLICATION OF WHICH IS
 * NOT DEPENDANT UPON ANY SPECIFICALLY LIMITED PERIOD OF TICKET
 * VALIDITY OR OTHER SPECIAL CIRCUMSTANCES. UNLESS OTHERWISE
 * SPECIFIED, FOR THE APPLICATION OF THE PROVISIONS OF THIS
 * TARIFF, BUSINESS CLASS FARES SHALL BE CONSIDERED TO INCLUDE
 * ALL YEAR OW/RT/CT TRAVEL.
 *

* **CANADA** MEANS THE TEN PROVINCES OF CANADA, THE YUKON
 * TERRITORY, THE DISTRICTS AND ISLANDS COMPRISING THE
 * NORTHWEST TERRITORIES OF CANADA AND NUNAVUT.
 *

* **CARIBBEAN AREA** MEANS THE AREA COMPRISING ANGUILLA, ANTIGUA,
 * ARUBA, BARBADOS, BONAIRE, CAYMAN ISLANDS, CUBA, DOMINICA,
 * DOMINICAN REPUBLIC, GRENADA, GUADELOUPE, HAITI, JAMAICA,
 * MARTINIQUE, NEVIS, ST. KITTS, ST. LUCIA, ST. MARTIN, ST.
 * VINCENT, TRINIDAD AND TOBAGO.
 * CARRIAGE WHICH IS EQUIVALENT TO TRANSPORTATION, MEANS
 * CARRIAGE OF PASSENGER AND/OR BAGGAGE BY AIR.
 *

* **CARRIER** MEANS ANY OR ALL OF THE PARTICIPATING CARRIERS NAMED
 * IN THIS TARIFF, INCLUDING BUT NOT LIMITED TO JETBLUE AIRWAYS
 * CORPORATION (B6).
 *

* **CHECKED BAGGAGE** WHICH IS EQUIVALENT TO REGISTERED LUGGAGE,
 * MEANS BAGGAGE OF WHICH CARRIER TAKES SOLE CUSTODY AND FOR
 * WHICH CARRIER HAS ISSUED A BAGGAGE CHECK AND BAGGAGE (CLAIM)
 * TAG(S).
 *

* **CHECK-IN DEADLINE** MEANS THE TIME LIMIT SPECIFIED BY THE
 * CARRIER BY WHICH THE PASSENGER MUST HAVE COMPLETED CHECK-IN
 * FORMALITIES AND RECEIVED A BOARDING PASS.
 *

* **CHILD** MEANS A PERSON WHO HAS REACHED HIS/HER SECOND BIRTHDAY
 * BUT NOT HIS/HER 14TH BIRTHDAY AS OF THE DATE OF COMMENCEMENT
 * OF TRAVEL.
 *

* **CODESHARE** REFERS TO A MARKETING ARRANGEMENT IN WHICH TWO OR
 * MORE AIRLINES I.E MARKETING CARRIER(S) SELL SEATS USING
 * THEIR OWN AIRLINE CODE ON A FLIGHT THAT ONE OF THEM OPERATES
 * (I.E. THE OPERATING CARRIER).
 *

* **COMPARABLE AIR TRANSPORTATION** MEANS SIMILAR TRANSPORTATION
 * PROVIDED BY THE CARRIER AT NO EXTRA COST TO THE PASSENGER IN

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* LIEU OF THE PASSENGER'S ORIGINAL FLIGHT RESERVATION.
* CONJUNCTION TICKET MEANS TWO OR MORE TICKETS CONCURRENTLY
* ISSUED TO A PASSENGER AND WHICH TOGETHER CONSTITUTE A SINGLE
* CONTRACT OF CARRIAGE.
*
* **CONSEQUENTIAL DAMAGES** MEANS DAMAGES WHICH ARE REASONABLE OUT
* OF POCKET EXPENSES AND OTHER PROVABLE DAMAGES INCURRED BY
* PASSENGERS AS THE CONSEQUENCE OF THE LOSS, DAMAGE, OR DELAY
* IN THE DELIVERY OF SUCH PERSONAL PROPERTY.
*
* **CONTINENTAL U.S.A.** MEANS THE 48 CONTIGUOUS FEDERATED STATES
* AND THE FEDERAL DISTRICT OF COLUMBIA OF THE UNITED STATES OF
* AMERICA. THIS DOES NOT INCLUDE THE STATES OF ALASKA AND
* HAWAII.
*
* **CONVENTION** MEANS, UNLESS THE CONTEXT REQUIRES OTHERWISE, THE
* CONVENTION FOR THE UNIFICATION OF CERTAIN RULES RELATING TO
* INTERNATIONAL CARRIAGE BY AIR, SIGNED AT WARSAW, OCTOBER 12,
* 1929, OR THAT CONVENTION AS AMENDED BY THE HAGUE PROTOCOL,
* 1955, OR THE
* MONTREAL CONVENTION WHICHEVER MAY BE APPLICABLE TO CARRIAGE
* HEREUNDER.
*
* **COUNTRY OF COMMENCEMENT OF TRANSPORTATION** MEANS THE COUNTRY
* FROM WHICH TRAVEL ON THE FIRST INTERNATIONAL SECTOR TAKES
* PLACE.
*
* **COUNTRY OF PAYMENT** MEANS THE COUNTRY WHERE PAYMENT IS MADE
* BY THE PURCHASER TO THE AIRLINE OR ITS AGENT. PAYMENT BY
* CHEQUE, CREDIT CARD OR OTHER BANKING INSTRUMENTS SHALL BE
* DEEMED TO HAVE BEEN MADE AT THE PLACE WHERE SUCH INSTRUMENT
* IS ACCEPTED BY THE AIRLINE OR ITS AGENT.
*
* **DATE OF TRANSACTION** MEANS THE DATE OF ISSUANCE OF THE
* TICKET, OR EMD.
*
* **DAYS** MEANS FULL CALENDAR DAYS, INCLUDING SUNDAYS AND LEGAL
* HOLIDAYS; PROVIDED THAT FOR PURPOSES OF NOTIFICATION THE
* BALANCE OF THE DAY UPON WHICH NOTICE IS DISPATCHED SHALL NOT
* BE COUNTED AND THAT, FOR PURPOSES OF DETERMINING DURATIONS
* OF VALIDITY, THE BALANCE OF THE DAY UPON WHICH THE TICKET IS
* ISSUED OR FLIGHT COMMENCED SHALL NOT BE COUNTED.
*
* **DESTINATION** MEANS THE ULTIMATE DESTINATION OF THE
* PASSENGER'S JOURNEY AS SHOWN ON THE TICKET.
*
* **DOMESTIC TRANSPORTATION** MEANS AIR TRANSPORTATION BETWEEN
* POINTS IN CANADA, FROM AND TO THE SAME POINT IN CANADA OR
* BETWEEN AND A POINT OUTSIDE CANADA THAT IS NOT IN THE
* TERRITORY OF ANOTHER COUNTRY.
*

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* **DOWNLINE CARRIER** MEANS ANY CARRIER OTHER THAN THE SELECTING
* CARRIER, WHO IS IDENTIFIED AS PROVIDING INTERLINE
* TRANSPORTATION TO THE PASSENGER BY VIRTUE OF THE PASSENGER'S
* TICKET.

* **EASTERN HEMISPHERE** MEANS THE AREA COMPRISED OF AFRICA,
* ASIA, EUROPE, AND THE MIDDLE EAST FOR TRAVEL VIA THE
* ATLANTIC OCEAN.

* **ECONOMY CLASS FARE** MEANS THE FULL FARE ESTABLISHED FOR A
* NORMAL, REGULAR OR USUAL SERVICE, THE APPLICATION OF WHICH
* IS NOT DEPENDENT UPON ANY SPECIFICALLY LIMITED PERIOD OF
* TICKET VALIDITY OR OTHER SPECIAL CIRCUMSTANCES. UNLESS
* OTHERWISE SPECIFIED, FOR THE APPLICATION OF THE PROVISIONS
* OF THIS TARIFF, ECONOMY FARES SHALL BE CONSIDERED TO INCLUDE
* ALL YEAR OW/RT/CT AND ON-SEASON (PEAK) AND OFF-SEASON
* (BASIC) FARES FOR COACH/ECONOMY CLASS TRAVEL.
* ELECTRONIC TICKET - THE ITINERARY/RECEIPT AND ELECTRONIC
* FLIGHT COUPON ISSUED BY A CARRIER OR ITS AUTHORIZED AGENT.
* EMD - ELECTRONIC MISCELLANEOUS DOCUMENT ISSUED BY A CARRIER
* FOR THE COLLECTION OF ANCILLARY FEES.
* ENDORSEMENT - THE TRANSFER OF AUTHORITY REQUIRED WHEN A
* PASSENGER WITH AN INTERNATIONAL TICKET WISHES TO REBOOK TO A
* CARRIER OTHER THAN THE CARRIER SHOWN ON THE TICKET.
* SPECIFIC GUIDELINES ARE OUTLINED IN RULE 80 OF THIS TARIFF.

* **FARE BREAK POINT** MEANS THE ORIGIN AND/OR DESTINATION POINT
* OF A FARE COMPONENT.

* **FARE COMPONENT** MEANS A PORTION OF A ITINERARY
* BETWEEN TWO CONSECUTIVE FARE CONSTRUCTION POINTS. IF THE
* JOURNEY HAS ONLY ONE FARE COMPONENT, THE POINTS OF ORIGIN
* AND DESTINATION ARE THE ONLY FARE CONSTRUCTION POINTS.

* **FLIGHT COUPON** MEANS THAT PORTION OF THE TICKET THAT BEARS
* THE NOTIFICATION GOOD FOR PASSAGE OR IN THE CASE OF AN
* ELECTRONIC TICKET, THE ELECTRONIC COUPON, AND INDICATES THE
* PARTICULAR PLACES BETWEEN WHICH YOU ARE ENTITLED TO BE
* CARRIED.

* **FORCE MAJEURE** MEANS MEANS AN EVENT(S) OUTSIDE OF YOUR
* REASONABLE CONTROL WHICH INCLUDES, BUT IS NOT LIMITED TO,
* WEATHER CONDITIONS; ACTS OF GOVERNMENT OR AIRPORT
* AUTHORITIES (E.G., AIR TRAFFIC CONTROL DELAYS, RUNWAY
* CLOSURES, AIRPORT CONSTRUCTION); ACTS OF GOD; U.S. MILITARY
* OR AIRLIFT EMERGENCY OR SUBSTANTIALLY EXPANDED U.S. MILITARY
* AIRLIFT REQUIREMENTS, AS DETERMINED BY THE U.S. GOVERNMENT;
* GROUNDING OF A SUBSTANTIAL NUMBER OF AIRCRAFT AS A RESULT OF
* ACTIVATION OF THE U.S. CIVIL RESERVE AIR FLEET; STRIKES OR
* LABOR UNREST; CIVIL COMMOTIONS, EMBARGOES, WARS OR OTHER
* HOSTILITIES, WHETHER ACTUAL, THREATENED OR REPORTED;

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* GOVERNMENT REGULATION, DEMAND OR REQUIREMENT; DAMAGE TO
* AIRCRAFT CAUSED BY A THIRD-PARTY; EMERGENCY SITUATION
* REQUIRING CARE, PROTECTION OR RESPONSE TO PROTECT PERSON OR
* PROPERTY OR ANY EVENT THAT IS NOT REASONABLY FORESEEN,
* PREDICTED OR ANTICIPATED.

* **FOREIGN AIR TRANSPORTATION** MEANS TRANSPORTATION BETWEEN A
* POINT IN THE UNITED STATES AND A POINT OUTSIDE THEREOF.
* FREEDOM RIGHTS

- * (1) THIRD FREEDOM - THE RIGHT TO DEPLANE TRAFFIC IN THE
* FOREIGN COUNTRY THAT HAS BEEN ENPLANED IN THE HOME
* COUNTRY OF THE CARRIER.
- * (2) FOURTH FREEDOM - THE RIGHT TO ENPLANE TRAFFIC IN THE
* FOREIGN COUNTRY THAT IS BOUND FOR THE HOME COUNTRY OF
* THE CARRIER.
- * (3) FIFTH FREEDOM - THE RIGHT TO ENPLANE TRAFFIC IN ONE
* FOREIGN COUNTRY AND TO DEPLANE TRAFFIC IN ANOTHER
* FOREIGN COUNTRY.

* **GATEWAY** MEANS THE PASSENGER'S FIRST POINT OF ARRIVAL OR LAST
* POINT OF DEPARTURE.

* **IATA RATE OF EXCHANGE (ROE)** MEANS THE RATES OF EXCHANGE
* NOTIFIED BY IATA QUARTERLY TO CONVERT LOCAL CURRENCY FARES
* TO A NEUTRAL UNIT OF CONSTRUCTION (NUC) AND TO CONVERT TOTAL
* NUC AMOUNTS TO THE CURRENCY OF THE COUNTRY OF COMMENCEMENT
* OF TRANSPORTATION.

* **IMMEDIATE FAMILY** EXCEPT AS OTHERWISE INDICATED, SHALL MEAN
* SPOUSE, CHILDREN, ADOPTED CHILDREN, SONS-IN-LAW,
* DAUGHTERS-IN-LAW, GRANDCHILDREN, BROTHERS, BROTHERS-IN-LAW,
* SISTERS, SISTERS-IN-LAW, PARENTS, FATHERS-IN-LAW,
* MOTHERS-IN-LAW AND GRANDPARENTS.

* **INTERLINE AGREEMENT** MEANS AN AGREEMENT BETWEEN TWO OR MORE
* CARRIERS TO CO-ORDINATE THE TRANSPORTATION OF PASSENGERS AND
* THEIR BAGGAGE FROM THE FLIGHT OF ONE AIR CARRIER TO THE
* FLIGHT OF ANOTHER AIR CARRIER (THROUGH TO THE NEXT POINT OF
* STOPOVER) .

* **INTERLINE ITINERARY** MEANS ALL FLIGHTS REFLECTED ON A SINGLE
* TICKET INVOLVING MULTIPLE AIR CARRIERS. ONLY TRAVEL ON A
* SINGLE TICKET IS SUBJECT TO THE AGENCY'S APPROACH PROVIDED
* THE ORIGIN OR THE ULTIMATE TICKETED DESTINATION IS A POINT
* IN CANADA.

* **INTERLINE TRAVEL** MEANS TRAVEL INVOLVING MULTIPLE AIR
* CARRIERS LISTED ON A SINGLE TICKET THAT IS PURCHASED VIA A
* SINGLE TRANSACTION.

* **INTERMEDIATE FARE** MEANS THE FULL FARE ESTABLISHED FOR NORMAL

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* REGULAR OR UNUSUAL SERVICE, THE APPLICATION OF WHICH IS NOT
* DEPENDENT UPON ANY SPECIFICALLY LIMITED PERIOD OF TICKET
* VALIDITY OR OTHER SPECIAL CIRCUMSTANCES. UNLESS OTHERWISE
* SPECIFIED FOR THE APPLICATION OF THE PROVISIONS OF THIS
* TARIFF INTERMEDIATE FARES SHALL BE CONSIDERED TO INCLUDE ALL
* YEAR ONE WAY/ROUND TRIP/ OPEN JAW, BASIC
* SEASON/PEAK SEASON FOR BUSINESS CLASS TRAVEL.

* **INTERNATIONAL CARRIAGE** MEANS (EXCEPT WHEN THE WARSAW
* CONVENTION IS APPLICABLE) CARRIAGE IN WHICH ACCORDING TO THE
* CONTRACT OF CARRIAGE, THE PLACE OF DEPARTURE AND ANY PLACE
* OF LANDING ARE SITUATED IN MORE THAN ONE STATE. AS USED IN
* THIS DEFINITION, THE TERM "STATE" INCLUDES ALL TERRITORY
* SUBJECT TO THE SOVEREIGNTY, SUZERAINITY, MANDATE, AUTHORITY
* OR TRUSTEESHIP THEREOF. INTERNATIONAL CARRIAGE AS DEFINED

* **BY THE WARSAW CONVENTION** MEANS ANY CARRIAGE IN WHICH
* ACCORDING TO THE CONTRACT OF CARRIAGE, THE PLACE OF
* DEPARTURE AND THE PLACE OF DESTINATION, WHETHER OR NOT THERE
* BE A BREAK IN THE CARRIAGE OR TRANSSHIPMENT, ARE SITUATED
* EITHER WITHIN THE TERRITORIES OF TWO HIGH CONTRACTING
* PARTIES, OR WITHIN THE TERRITORY OF A SINGLE HIGH
* CONTRACTING PARTY, IF THERE IS AN AGREED STOPPING PLACE
* WITHIN A TERRITORY SUBJECT TO THE SOVEREIGNTY, SUZERAINITY,
* MANDATE OR AUTHORITY OF ANOTHER STATE, EVEN THOUGH THAT
* STATE IS NOT A PARTY TO THE CONVENTION.

* **INTERNATIONAL TRANSPORTATION** MEANS AIR TRANSPORTATION
* BETWEEN CANADA AND A POINT IN THE TERRITORY OF ANOTHER
* COUNTRY.

* **INTERSTATE TRANSPORTATION** MEANS TRANSPORTATION BETWEEN A
* POINT IN ANY STATE OF THE UNITED STATES OR THE DISTRICT OF
* COLUMBIA AND A POINT IN ANY OTHER STATE OF THE UNITED STATES
* OR THE DISTRICT OF COLUMBIA.

* **INVOLUNTARY REFUNDS** MEANS A REFUND OF AN UNUSED TICKET OR
* PORTION THEREOF OF AN UNUSED ELECTRONIC MISCELLANEOUS
* DOCUMENT (EMD) OR A MISCELLANEOUS CHARGES ORDER (MCO)
* REQUIRED AS A RESULT OF THE CARRIER CANCELLING A FLIGHT,
* FAILING TO OPERATE A FLIGHT ACCORDING TO SCHEDULE, FAILING
* TO STOP AT A POINT TO WHICH THE PASSENGER IS DESTINED OR IS
* TICKETED TO STOP OVER, OR CAUSING THE PASSENGER TO MISS A
* CONNECTING FLIGHT, BEING UNABLE TO PROVIDE PREVIOUSLY
* CONFIRMED SPACE, SUBSTITUTING A DIFFERENT TYPE OF EQUIPMENT
* OR CLASS OF SERVICE OR WHERE BECAUSE OF SAFETY OR LEGAL
* REQUIREMENTS OR THE CONDITION OR CONDUCT OF THE PASSENGER,
* CARRIAGE IS REFUSED.

* **ITINERARY/RECEIPT** MEANS A TRAVEL DOCUMENT OR DOCUMENTS THE
* CARRIER OR ITS AGENT ISSUES TO THE PASSENGER TRAVELLING ON A

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* TICKET. THE ITINERARY/RECEIPT CONTAINS THE PASSENGER'S
* NAME, FLIGHT INFORMATION AND NOTICES RELEVANT TO THE
* JOURNEY. THIS DOCUMENT IS TO BE RETAINED BY THE PASSENGER
* DURING THE ENTIRE JOURNEY.
*
* **LOCAL CURRENCY FARES** MEANS FARES AND RELATED CHARGES
* EXPRESSED IN THE CURRENCY OF THE COUNTRY OF COMMENCEMENT OF
* TRAVEL.
*
* **MARKETING CARRIER** MEANS THE CARRIER THAT SELLS FLIGHTS UNDER
* ITS CODE.
*
* MEDICAL CERTIFICATE MEANS THE FOLLOWING:
* (A) IN THE CASE OF ILLNESS A NOTE ISSUED BY A DOCTOR ON
* LETTERHEAD OR PRESCRIPTION PAD.
* (B) IN THE CASE OF HOSPITALIZATION - A COPY OF ANY DOCUMENT
* CERTIFYING HOSPITALIZATION ISSUED BY THE HOSPITAL
* ADMINISTRATION INVOLVED.
*
* **MINOR** MEANS AN INFANT WHO HAS NOT REACHED HIS/HER SECOND
* BIRTHDAY, A CHILD OVER TWO YEARS WHO HAS NOT REACHED HIS/HER
* FOURTEENTH BIRTHDAY.
*
* **MISCELLANEOUS CHARGES ORDER (MCO)** MEANS A DOCUMENT ISSUED BY
* A CARRIER OR ITS AGENTS REQUESTING ISSUE OF AN APPROPRIATE
* PASSENGER TICKET AND BAGGAGE CHECK OR PROVISION OF SERVICES
* TO THE PERSON NAMED IN SUCH DOCUMENT.
*
* **MOST SIGNIFICANT CARRIER (MSC)** MEANS THE METHODOLOGY
* ESTABLISHED BY IATA RESOLUTION 302 WHICH ESTABLISHES FOR
* EACH PORTION OF A
* PASSENGER'S ITINERARY WHERE BAGGAGE IS CHECKED THROUGH TO A
* NEW STOPOVER POINT, WHICH CARRIER WILL BE PERFORMING THE
* MOST SIGNIFICANT PART OF THE SERVICE. FOR TRAVELERS UNDER
* THE RESOLUTION 302 SYSTEM, THE BAGGAGE RULES OF THE MSC WILL
* APPLY. FOR COMPLEX ITINERARIES INVOLVING MULTIPLE CHECKED
* BAGGAGE POINTS, THERE MAY BE MORE THAN ONE MSC, RESULTING IN
* THE APPLICATION OF DIFFERING BAGGAGE RULES THROUGH AN
* ITINERARY.
*
* **MOST SIGNIFICANT CARRIER (MSC) IATA RESOLUTION 302 AS**
* **CONDITIONED BY THE CANADIAN TRANSPORTATION AGENCY** MEANS THE
* MSC IS DETERMINED BY APPLYING IATA RESOLUTION 302 METHODOLOGY
* AS CONDITIONED BY THE AGENCY. THE AGENCY'S RESERVATION
* STIPULATED THAT ONLY A SINGLE SET OF BAGGAGE RULE MAY APPLY
* FOR ANY GIVEN INTERLINE ITINERARY. THE AIM OF THE AGENCY'S
* RESERVATION IS TO ALLOW THE SELECTING CARRIER TO USE THE MSC
* METHODOLOGY TO DETERMINE WHICH CARRIER'S BAGGAGE RULES APPLY
* TO AN INTERNATIONAL INTERLINE ITINERARY TO OR FROM CANADA
* WHILE REINFORCING THE ROLE OF TARIFFS IN THE DETERMINATION
* OF WHICH CARRIER'S RULES APPLY.

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*
 * **NATIONAL** MEANS A PERSON WHO HAS THE CITIZENSHIP OF A COUNTRY
 * EITHER BY BIRTH OR BY NATURALIZATION.
 *
 * **NORMAL FARE** MEANS THE FULL FARE ESTABLISHED FOR
 * ECONOMY, BUSINESS CLASS SERVICE, THE APPLICATION OF WHICH IS
 * NOT DEPENDENT UPON ANY SPECIALLY LIMITED PERIOD OF TICKET
 * VALIDITY OR OTHER SPECIAL CIRCUMSTANCES. UNLESS OTHERWISE
 * SPECIFIED, FOR THE APPLICATION OF PROVISION OF THIS TARIFF,
 * NORMAL FARES SHALL BE CONSIDERED TO INCLUDE ALL YEAR
 * ONE-WAY, ROUND AND OPEN-JAW TRIP FARES.
 *
 * **NORMAL FARE OPEN JAW** MEANS TRAVEL FROM ONE COUNTRY AND
 * RETURN THERETO, COMPRISING TWO INTERNATIONAL FARE COMPONENTS
 * ONLY AND WHERE
 * (A) ORIGIN OPEN JAW: THE OUTWARD POINT OF DEPARTURE IN THE
 * COUNTRY OF UNIT ORIGIN AND THE INWARD POINT OF ARRIVAL
 * IN THE COUNTRY OF UNIT ORIGIN ARE DIFFERENT, OR
 * (B) TURNAROUND OPEN JAW: THE OUTWARD POINT OF ARRIVAL AND
 * THE INWARD POINT OF DEPARTURE ARE DIFFERENT, OR
 * (C) DOUBLE OPEN JAW: THE OUTWARD POINT OF DEPARTURE IN THE
 * COUNTRY OF UNIT ORIGIN AND THE INWARD POINT OF ARRIVAL
 * IN THE COUNTRY OF UNIT ORIGIN ARE DIFFERENT (ORIGIN
 * OPEN JAW) AND THE OUTWARD POINT OF ARRIVAL AND THE
 * INWARD POINT OF DEPARTURE ARE DIFFERENT (TURNAROUND
 * OPEN JAW) .
 *
 * **NO SHOW** MEANS A PASSENGER WHO FAILS TO USE RESERVED
 * ACCOMODATIONS FOR REASONS OTHER THAN MISSED CONNECTIONS.
 *
 * **NUC** MEANS THE NEUTRAL UNIT OF CONSTRUCTION.
 * ON LINE SERVICE MEANS TRAVEL OVER THE SERVICES OF THE SAME
 * CARRIER.
 *
 * **ON-LINE TARIFF DATA BASE** MEANS THE REMOTELY ACCESSIBLE,
 * ON-LINE VERSION, MAINTAINED BY THE FILER, OF (1) THE
 * ELECTRONICALLY FILED TARIFF DATA SUBMITTED TO THE "OFFICIAL
 * D.O.T. TARIFF DATABASE," AND (2) THE DEPARTMENTAL APPROVALS,
 * DISAPPROVALS AND OTHER ACTIONS, AS WELL AS DEPARTMENTAL
 * NOTATIONS CONCERNING SUCH APPROVALS, DISAPPROVALS OR OTHER
 * ACTIONS, THAT SUBPART W OF THE PROPOSED PART 221 REQUIRES
 * THE FILER TO MAINTAIN IN ITS DATABASE. THE TERM "OFFICIAL
 * D.O.T. TARIFF DATABASE" MEANS THOSE DATA RECORDS (AS SET
 * FORTH IN SECTIONS 221.283 AND 221.286 OF THE RULE) WHICH
 * WOULD BE IN THE CUSTODY OF, AND MAINTAINED BY THE DEPARTMENT
 * OF TRANSPORTATION.
 *
 * **ONLINE TRANSFER POINT** MEANS ANY POINT AT WHICH THE PASSENGER
 * TRANSFERS FROM ONE SERVICE OF A CARRIER TO ANOTHER SERVICE
 * OF THE SAME CARRIER (BEARING A DIFFERENT FLIGHT NUMBER).
 *

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* **OTHER CHARGES** MEANS CHARGES SUCH AS TAXES, FEES, ETC. NOT
* INTENDED TO BE SHOWN IN THE FARE-CONSTRUCTION BOX OF THE
* TICKET (EXCLUDING EXCESS BAGGAGE CHARGES).
*

* **OPEN-JAW** MEANS TRAVEL COMPRISING ONLY TWO INTERNATIONAL
* FARE COMPONENTS WITH A SURFACE BREAK(S) WHICH, UNLESS
* OTHERWISE SPECIFIED IN A SPECIAL FARES RESOLUTION, MAY BE
* BETWEEN ANY TWO POINTS/COUNTRIES IN THE AREA(S) OF UNIT
* ORIGIN AND/OR TURNAROUND FOR WHICH THE SPECIAL FARE
* RESOLUTION APPLIES AND FOR WHICH THE FARE IS ASSESSED AS A
* SINGLE PRICING UNIT USING HALF ROUND TRIP FARES IN THIS
* CONTEXT.

* (A) FOR A "TURNAROUND OPEN JAW" THE OUTWARD POINT OF
* ARRIVAL AND THE INWARD POINT OF DEPARTURE ARE
* DIFFERENT, OR
* (B) FOR "ORIGIN OPEN JAW" THE OUTWARD POINT OF DEPARTURE
* AND THE INWARD POINT OF ARRIVAL ARE DIFFERENT, OR
* (C) FOR "SINGLE OPEN JAW" EITHER (A) OR (B) APPLIES, OR
* (D) FOR "OPEN JAW" ANY COMBINATION OF THE ABOVE MAY APPLY.
*

* **OPERATING CARRIER** MEANS THE CARRIER THAT OPERATES THE ACTUAL
* FLIGHT.
*

* **OVERSEAS TRANSPORTATION** MEANS TRANSPORTATION BETWEEN A POINT
* IN ANY STATE OF THE UNITED STATES OR THE DISTRICT OF
* COLUMBIA AND A POINT IN A TERRITORY OR POSSESSION OF THE
* UNITED STATES.
*

* **ORIGIN** MEANS THE INITIAL STARTING PLACE OF THE JOURNEY AS
* SHOWN ON THE TICKET.
*

* **OVERBOOKED/OVERSOLD** MEANS THE RESULT OF SELLING MORE SEATS
* THAN THE AVAILABLE NUMBER OF SEATS ON A FLIGHT.
*

* **PARTICIPATING CARRIER(S)** MEANS BOTH THE SELECTING CARRIER
* AND DOWNLINE CARRIERS WHO HAVE BEEN IDENTIFIED AS PROVIDING
* INTERLINE TRANSPORTATION TO THE PASSENGER BY VIRTUE OF THE
* PASSENGER'S TICKET.
*

* **PASSENGER** MEANS ANY PERSON, EXCEPT MEMBERS OF THE CREW,
* CARRIED OR TO BE CARRIED IN AN AIRCRAFT WITH THE CONSENT OF
* CARRIER.
*

* **PASSENGER COUPON** MEANS THAT PORTION OF THE PASSENGER TICKET
* CONSTITUTING THE PASSENGER'S WRITTEN EVIDENCE OF THE
* CONTRACT OF CARRIAGE.
*

* **PERSON WITH A DISABILITY AND A QUALIFIED INDIVIDUAL WITH A
* DISABILITY** SHALL BOTH HAVE THE SAME MEANING, WHICH IS
* ENUMERATED IN THE DEFINITIONS SECTION OF RULE 0021
*

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- * **PREPAID TICKET ADVICE** (PTA) MEAND THE NOTIFICATION BY
 * TELETYPE COMMERCIAL WIRE OR MAIL THAT A PERSON IN ONE CITY
 * HAS REQUESTED THE ISSUANCE OF PREPAID TRANSPORTATION TO A
 * PERSON IN ANOTHER CITY.
 *
- * **REBOOKING** MEANS A CHANGE OF RESERVATION OR OTHER CHANGES
 * WHICH DO NOT REQUIRE TICKET REISSUANCE.
 *
- * **RELATED CHARGES** MEANS THOSE CHARGES INTENDED TO BE SHOWN IN
 * THE FARE CONSTRUCTION BOX OF THE TICKET, AND EXCESS BAGGAGE
 * CHARGES.
 *
- * **REROUTING** MEANS A CHANGE OF ROUTING OR OTHER CHANGES WHICH
 * REQUIRE TICKET REISSUANCE.
 *
- * **RESERVATION** MEANS EQUIVALENT TO THE TERM "BOOKING", MEAN THE
 * FACT THAT A PASSENGER IS IN POSSESSION OF A TICKET, OR OTHER
 * PROOF, WHICH STATES THAT THE RESERVATION HAS BEEN ACCEPTED
 * AND RECORDED BY THE AIR CARRIER OR TOUR OPERATOR.
 *
- * **RESIDENT** MEANS A PERSON NORMALLY LIVING IN A COUNTRY;
 * PROVIDED THAT A MORE RESTRICTED DEFINITION MAY FORM PART OF
 * AN AGREEMENT REACHED LOCALLY.
 *
- * **REVALIDATION** MEANS THE AUTHORIZED STAMPING OR WRITING UPON
 * THE PASSENGER TICKET EVIDENCING THAT IT HAS BEEN OFFICIALLY
 * ALTERED BY THE CARRIER.
 *
- * **ROUND TRIP** MEANS TRAVEL ENTIRELY BY AIR FROM A POINT TO
 * ANOTHER POINT AND RETURN TO THE ORIGINAL POINT COMPRISING
 * TWO HALF ROUND TRIP FARE COMPONENTS ONLY, FOR WHICH THE
 * APPLICABLE HALF ROUND TRIP FARE FOR EACH FARE COMPONENT,
 * MEASURED FROM THE POINT OF UNIT ORIGIN, IS THE SAME FOR THE
 * ROUTING TRAVELLED.
 *
- * **ROUTING** MEANS THE ESTABLISHMENT OF THE POSSIBLE POINTS VIA
 * WHICH TRAVEL MAY TAKE PLACE FOR A SPECIFIC FARE.
 *
- * **SCHEDULE IRREGULARITIES** MEANS THE FOLLOWING:
 * (A) DELAYS IN THE SCHEDULED DEPARTURE OR ARRIVAL OF THE
 * CARRIER'S FLIGHT RESULTING IN THE PASSENGER MISSING
 * HIS/HER ONWARD CONNECTING FLIGHT(S) OR ANY OTHER DELAY
 * OR INTERRUPTION IN THE SCHEDULED OPERATION OF THE
 * CARRIER'S FLIGHT, OR;
 * (B) CANCELLATION OF FLIGHT, OR OMISSION OF A SCHEDULED
 * STOP, OR;
 * (C) SUBSTITUTION OF AIRCRAFT OR OF A DIFFERENT CLASS OF
 * SERVICE, OR;
 * (D) SCHEDULE CHANGES WHICH REQUIRE REROUTING OF A PASSENGER
 * AT DEPARTURE TIME OF HIS OR HER ORIGINAL FLIGHT.
 *

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- * **SELECTED CARRIER** MEANS THE CARRIER WHOSE BAGGAGE RULES APPLY
* TO THE ENTIRE INTERLINE ITINERARY.
*
- * **SELECTING CARRIER** MEANS THE CARRIER WHOSE DESIGNATOR CODE IS
* IDENTIFIED ON THE FIRST FLIGHT SEGMENT OF THE PASSENGER'S
* TICKET AT THE BEGINNING OF AN INTERLINE ITINERARY ISSUED ON
* A SINGLE TICKET WHOSE ORIGIN OR ULTIMATE DESTINATION IS IN
* CANADA.
*
- * **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 HARNESSSED IN ACCORDANCE WITH STANDARDS
* ESTABLISHED BY A PROFESSIONAL SERVICE ANIMAL INSTITUTION.
*
- * **SIDE TRIP** MEANS A TRIP THAT OCCURS ON ANY FARE COMPONENT FOR
* WHICH A ONE-WAY/HALF-ROUND-TRIP FARE IS CHARGED THAT
* INCLUDES A TRANSIT MORE THAN ONCE AT ANY TICKETED POINT EN
* ROUTE FOR THE THROUGHFARE COMPONENT.
*
- * **SINGLE OPEN JAW TRIP** MEANS TRAVEL WHICH IS ESSENTIALLY OF A
* ROUND TRIP NATURE, EXCEPT THAT THE OUTWARD POINT OF ARRIVAL
* AND THE INWARD POINT OF DEPARTURE ARE NOT THE SAME; OR THE
* OUTWARD POINT OF DEPARTURE AND THE INWARD POINT OF ARRIVAL
* ARE NOT THE SAME.
*
- * **SINGLE TICKET** MEANS A DOCUMENT THAT PERMITS TRAVEL FROM
* ORIGIN TO DESTINATION. IT MAY INCLUDE INTERLINE/CODE-SHARE
* AND INTRA-LINE SEGMENTS. IT MAY ALSO INCLUDE END-TO-END
* COMBINATIONS (I.E. STAND ALONE FARES WHICH CAN BE PURCHASED
* SEPARATELY BUT COMBINED TOGETHER TO FOR ONE PRICE).
*
- * **SPECIAL FARE** MEANS A FARE OTHER THAN A NORMAL FARE.
*
- * **SPECIAL DRAWING RIGHT** MEANS A SPECIAL UNIT OF CURRENCY, THE
* CURRENCY VALUES OF WHICH FLUCTUATE AND ARE RECALCULATED EACH
* BANKING DAY. THESE VALUES ARE KNOWN TO MOST COMMERCIAL
* BANKS AND ARE REPORTED IN SOME NEWSPAPERS AND IN THE IMF
* SURVEY, PUBLISHED WEEKLY BY THE INTERNATIONAL MONETARY FUND,
* WASHINGTON, D.C. 20431.
*
- * **STOPOVER** MEANS A STOP AT AN INTERMEDIATE POINT FROM WHICH
* THE PASSENGER IS NOT SCHEDULED TO DEPART ON THE DATE OF
* ARRIVAL; IF THERE IS NO CONNECTING DEPARTURE SCHEDULED ON
* THE DATE OF ARRIVAL, DEPARTURE ON THE NEXT DAY WITHIN 24

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* HOURS OF ARRIVAL SHALL NOT CONSTITUTE A STOPOVER. A PORTION
* OF THE ROUTING TRAVELLED BY SURFACE TRANSPORTATION SHALL BE
* COUNTED AS ONE STOPOVER.
*

* **SURFACE SECTOR** MEANS A SECTOR BETWEEN TWO INTERMEDIATE
* POINTS OF A FARE COMPONENT WHERE TRAVEL IS VIA OTHER THAN
* AIR TRANSPORTATION. IN CASE OF A MILEAGE FARE, THE TICKETED
* POINT MILEAGE BETWEEN THE ORIGIN AND DESTINATION OF THE
* SURFACE SECTOR IS INCLUDED IN THE TPM CALCULATION OF THE
* THROUGHFARE COMPONENT; IN CASE OF A ROUTING FARE, BOTH THE
* ORIGIN AND DESTINATION POINTS OF THE SURFACE SECTOR MUST BE
* ON THE SPECIFIED ROUTING AND THE FARE OVER THE SURFACE
* SECTOR IS INCLUDED IN THE THROUGHFARE COMPONENT.
*

* **SUMMARY PAGE AT THE END OF AN ONLINE PURCHASE** MEANS A PAGE
* ON THE CARRIER'S WEB SITE WHICH SUMMARIZES THE DETAILS OF A
* TICKET PURCHASE TRANSACTION JUST AFTER THE PASSENGER HAS
* AGREED TO PURCHASE THE TICKET FROM THE CARRIER AND HAS
* PROVIDED THE FORM OF PAYMENT.
*

* **TARIFF** MEANS A SCHEDULE OF FARES, RATES, CHARGES OR TERMS
* AND CONDITIONS OF CARRIAGE APPLICABLE TO THE PROVISION OF AN
* AIR SERVICE AND OTHER INCIDENTAL SERVICES.
*

* **TICKET** MEANS EITHER THE DOCUMENT ENTITLED "PASSENGER TICKET
* AND BAGGAGE CHECK" OR THE ELECTRONIC TICKET, IN EACH CASE
* ISSUED BY B6 OR ON B6 BEHALF AND INCLUDING CONDITIONS OF
* CONTRACT, NOTICES AND PASSENGER COUPONS CONTAINED IN IT.
*

* **TICKETED POINT** MEANS ANY POINT(S) SHOWN IN THE "GOOD FOR
* PASSAGE" SECTION OF THE TICKET PLUS ANY POINT(S) USED FOR
* FARE CONSTRUCTION AND SHOWN IN THE "FARE CONSTRUCTION BOX"
* OF THE TICKET, PROVIDED THAT TWO FLIGHT NUMBERS OR TWO
* CARRIERS, SUCH AS FOR AN INTERCHANGE FLIGHT, WILL NOT BE
* PERMITTED ON ONE FLIGHT COUPON.
*

* **TO VALIDATE** MEANS TO STAMP OR WRITE ON THE PASSENGER TICKET
* AN INDICATION THAT THE PASSENGER TICKET HAS BEEN OFFICIALLY
* ISSUED BY CARRIER.
*

* **TRAFFIC** MEANS ANY PERSON OR GOODS THAT ARE TRANSPORTED BY
* AIR.
*

* **TRANSFER POINT** MEANS ANY POINT AT WHICH A PASSENGER CHANGES
* (1) FROM THE FLIGHT OF ONE CARRIER TO THE FLIGHT OF ANOTHER
* CARRIER, OR
* (2) TO ANOTHER FLIGHT OF THE SAME CARRIER (DIFFERENT FLIGHT
* NUMBER), REGARDLESS OF WHETHER A CHANGE OF AIRCRAFT IS
* INVOLVED.
* (3) FROM THE FLIGHT ON ONE CARRIER TO THE FLIGHT OF ANOTHER
* CARRIER; OR A CHANGE FROM THE FLIGHT OF A CARRIER TO

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

* ANOTHER FLIGHT OF THE SAME CARRIER BEARING THE SAME
* FLIGHT NUMBER; OR A CHANGE FROM THE FLIGHT OF A CARRIER
* TO ANOTHER FLIGHT (THAT IS) A SERVICE BEARING A
* DIFFERENT FLIGHT NUMBER OF THE SAME CARRIER,
* IRRESPECTIVE OF WHETHER OR NOT A CHANGE OF AIRCRAFT
* OCCURS.

* **ULTIMATE TICKETED DESTINATION** MEANS IN SITUATIONS WHERE A
* PASSENGER'S ORIGIN IS A NON-CANADIAN POINT AND THE ITINERARY
* INCLUDES AT LEAST ONE STOPOVER IN CANADA, AS WELL AS AT
* LEAST ONE STOPOVER OUTSIDE OF CANADA. IF THE STOPOVER IN
* CANADA IS THE FARTHEST CHECKED POINT AND THE STOPOVER IS FOR
* MORE THAN 24 HOURS, THE AGENCY WOULD CONSIDER THE ULTIMATE
* TICKETED DESTINATION TO BE IN CANADA.
* UNCHECKED BAGGAGE WHICH IS EQUIVALENT TO HAND LUGGAGE, IS
* BAGGAGE OTHER THAN CHECKED BAGGAGE.

* **UNITED INCHES** MEANS THE TOTAL SUM ARRIVED AT BY ADDING THE
* HEIGHT, LENGTH AND WIDTH.

* **UNITED KINGDOM** OR **U.K.** MEANS THE CHANNEL ISLANDS, ENGLAND,
* SCOTLAND, WALES AND NORTHERN IRELAND.

* **"UNITED STATES OF AMERICA"** OR **"THE UNITED STATES"** OR **"THE**
* **U.S.A."** OR **"U.S.A."** EACH MEANS, UNLESS OTHERWISE SPECIFIED,
* THE AREA COMPRISING OF FORTY-EIGHT (48) CONTIGUOUS FEDERATED
* STATES; THE FEDERAL DISTRICT OF COLUMBIA; ALASKA; HAWAII;
* PUERTO RICO; THE UNITED STATES VIRGIN ISLANDS; AMERICAN
* SAMOA; CANTON, GUAM, JOHNSTON ISLAND, MIDWAY AND WAKE
* ISLANDS.

* **VIA** USED IN CONJUNCTION WITH CARRIER TWO-LETTER
* ABBREVIATION(S), MEANS "APPLICABLE TO" THE CARRIER(S)
* SPECIFIED WHEN CARRIAGE IS PERFORMED BY SUCH CARRIER(S).

* **VOLUNTARY REFUNDS** MEANS A REFUND OF AN UNUSED OR PARTIALLY
* USED TICKET, OR AN UNUSED ELECTRONIC MISCELLANEOUS DOCUMENT
* (EMD) OR A MISCELLANEOUS CHARGES ORDER (MCO) FOR REASONS
* OTHER THAN THOSE MENTIONED UNDER THE DEFINITION OF AN
* INVOLUNTARY REFUND.

* **VOUCHER** MEANS A MONETARY CREDIT PROVIDED EITHER IN PAPER OR
* ELECTRONIC FORMAT TO A PASSENGER THAT MAY BE USED TOWARDS
* FUTURE TRAVEL SERVICES OR THE PROVISION OF INCIDENTAL
* SERVICES SUCH AS MEALS, GROUND TRANSPORTATION, AND HOTEL
* ACCOMODATION.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

0005 APPLICATION OF TARIFF

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

(A) GENERAL

- (1) EXCEPT AS PROVIDED BELOW, THE PROVISIONS OF THIS TARIFF APPLY LOCALLY VIA THE SERVICES OF THE CARRIERS SHOWN BELOW OR JOINTLY VIA THE SERVICES OF THESE CARRIERS WITH THE OTHER PARTICIPATING IN THIS TARIFF.
- (2) NOTHING IN THIS TARIFF MODIFIES OR WAIVES ANY PROVISION OF THE WARSAW CONVENTION OR OTHER APPLICABLE CONVENTION OR TREATY.
- (3) THIS TARIFF SHALL APPLY TO CARRIAGE OF PASSENGERS AND BAGGAGE INCLUDING ALL SERVICES INCIDENTAL THERETO PERFORMED BY CARRIER UNDER LOCAL AND JOINT RATES AND CHARGES OF CARRIER CONTAINED IN TARIFFS WHICH MAKE SPECIFIC REFERENCE TO THIS TARIFF FOR GOVERNING RULES, REGULATIONS AND CONDITIONS OF CARRIAGE.
- (4) FARES AND CHARGES OR MONETARY AMOUNTS SHOWN IN DOLLARS OR CENTS ARE STATED IN TERMS OF U.S. CURRENCY EXCEPT WHERE FARES AND CHARGES OR MONETARY AMOUNTS ARE SPECIFICALLY STATED AS BEING PUBLISHED IN CANADIAN CURRENCY OR OTHER CURRENCY.
- (5) RULES IN THIS TARIFF GOVERN THE APPLICATION OF ALL FARES AND CHARGES PUBLISHED IN TARIFFS WHICH SPECIFICALLY REFER TO AND ARE MADE SUBJECT TO THIS TARIFF WITH SUCH EXCEPTIONS AS MAY BE EXPRESSLY STATED IN SUCH TARIFFS. THESE RULES CONSTITUTE THE CONDITIONS UPON WHICH EACH CARRIER TRANSPORTS OR AGREES TO TRANSPORT AND ARE EXPRESSLY AGREED TO BY THE PASSENGER TO THE SAME EXTENT AS IF SUCH RULES WERE INCLUDED AS CONDITIONS IN THE CONTRACT OF CARRIAGE.
- (6) THE RATES, FARES, CHARGES, CLASSIFICATION, RULES, REGULATIONS, PRACTICES AND SERVICES PROVIDED HEREIN AND IN TARIFFS GOVERNED BY THIS TARIFF HAVE BEEN FILED IN EACH COUNTRY IN WHICH FILING IS REQUIRED BY TREATY, CONVENTION OR AGREEMENT ENTERED INTO BETWEEN THAT COUNTRY AND CANADA, IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICABLE TREATY, CONVENTION OR AGREEMENT.

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- (7) NO AGENT, SERVANT OR REPRESENTATIVE OF CARRIER HAS AUTHORITY TO CHANGE OR WAIVE ANY PROVISION OF THIS TARIFF OR THE CONTRACT OF CARRIAGE, UNLESS AUTHORIZED IN WRITING BY A CORPORATE OFFICER OF CARRIER.
- (B) GRATUITOUS CARRIAGE WITH RESPECT TO GRATUITOUS CARRIAGE, CARRIER RESERVES THE RIGHT TO EXCLUDE THE APPLICATION OF ALL OR ANY PART OF THIS TARIFF.
- (C) CHANGE WITHOUT NOTICE EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAWS, GOVERNMENT REGULATIONS, ORDERS AND REQUIREMENTS, CARRIER'S RULES, REGULATIONS AND CONDITIONS OF CARRIAGE ARE SUBJECT TO CHANGE WITHOUT NOTICE; PROVIDED, THAT NO SUCH CHANGE SHALL APPLY TO A CONTRACT OF CARRIAGE AFTER THE CARRIAGE HAS COMMENCED.
- (D) WHEN RULES OR PROVISIONS IN THIS TARIFF OR TARIFFS GOVERNED HEREBY PROVIDE FOR THE APPLICATION OF FARES AND CHARGES BASED UPON PERCENTAGES OF OTHER FARES AND CHARGES, SUCH PROPORTIONATE FARES AND CHARGES, WILL BE DETERMINED IN ACCORDANCE WITH THE PERCENTAGE CONVERSION INSTRUCTION AS PUBLISHED IN THIS TARIFF.
- (E) EFFECTIVE RULES, FARES AND CHARGES EXCEPT AS OTHERWISE PROVIDED HEREIN, THE APPLICABLE RULES, FARES AND CHARGES FOR CARRIAGE OF PASSENGERS AND/OR BAGGAGE ARE THOSE DULY PUBLISHED BY CARRIER AND SHALL BE THOSE IN EFFECT ON THE DATE OF COMMENCEMENT OF CARRIAGE COVERED BY THE FIRST FLIGHT COUPON OF THE TICKET. WHEN THE FARES OR CHARGES COLLECTED ARE NOT THE APPLICABLE FARES OF CHARGES, THE DIFFERENCE WILL BE REFUNDED TO OR COLLECTED FROM THE PASSENGER, AS MAY BE APPROPRIATE.
- EXCEPTION: (APPLICABLE ONLY TO TICKETS ISSUED IN THE U.S.A. AND SALES MADE IN THE U.S.A. FOR LOCAL AND JOINT TRANSPORTATION ORIGINATING IN THE U.S.A.) NO INCREASE WILL BE COLLECTED IN CASES WHERE THE TICKET HAS BEEN ISSUED:
- (A) PRIOR TO THE EFFECTIVE DATE OF A TARIFF CONTAINING AN INCREASE IN THE APPLICABLE FARE, EFFECTED THROUGH A CHANGE IN FARE LEVEL, A CHANGE IN CONDITIONS GOVERNING THE FARE OR A CANCELLATION OF THE FARE ITSELF, OR
- (B) AFTER THE EFFECTIVE DATE OF A TARIFF CONTAINING AN INCREASE IN THE APPLICABLE FARE, BUT IN EXCHANGE FOR AN MCO ISSUED FOR THE FULL AMOUNT PRIOR TO SUCH EFFECTIVE DATE, FOR 10 OR MORE PASSENGERS BOOKED AS A GROUP AND TRAVELLING ON ANY FARE TYPE; PROVIDED:
- (I) THE ORIGINATING FLIGHT COUPONS

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- OF THE TICKET WAS ISSUED FOR A SPECIFIC FLIGHT AT THE FARE CONTAINED IN A TARIFF LAWFULLY IN EFFECT ON THE DATE OF TICKET ISSUANCE (AS DETERMINED BY THE VALIDATION ON THE TICKET);
- (II) THAT TRANSPORTATION COMMENCES WITHIN SIX MONTHS AFTER TICKET ISSUANCE;
- (III) THE TICKETS ARE ISSUED ON B6 STOCK OR WITH B6 PLATES.
- (F) ERRONEOUS FARES
 B6 RESERVES THE RIGHT TO CANCEL RESERVATIONS AND/OR TICKETS ISSUED WITH AN ERRONEOUSLY QUOTED FARE BY REASON OF A TECHNICAL FAILURE PRIOR TO SAID ERRONEOUS QUOTE BEING DETECTED AND CORRECTED. B6 RESERVES THE RIGHT TO VOID THE PURCHASED TICKET AND REFUND THE AMOUNT PAID BY THE CUSTOMER AND/OR OFFER THE CUSTOMER THE TICKET AT A PUBLISHED FARE THAT SHOULD HAVE BEEN AVAILABLE AT THE TIME OF BOOKING.

0006 CLASSES OF SERVICE

- (A) BUSINESS CLASS OR CLASS "C" FARES
 BUSINESS CLASS OR "C" FARES WILL APPLY WHEN TRAVEL IS IN THE BUSINESS CLASS SECTION OF COMBINATION COMPARTMENT FLIGHTS DESIGNATED AS BUSINESS CLASS, AND ECONOMY CLASS OR BUSINESS CLASS AND ECONOMY CLASS IN THE CARRIER'S SCHEDULE DESCRIPTION/CONDITIONS OF SERVICE.
- (1) THE BUSINESS CLASS SECTION WILL BE LOCATED IN THE FORWARD-MOST COMPARTMENT OF THE AIRCRAFT AND WILL EXTEND REARWARD IN THE AIRCRAFT TO THAT POINT AT WHICH PASSENGERS TRAVELLING AT THE ECONOMY CLASS FARES BEGINS.
- (2) SEPARATE CHECK-IN FACILITIES WILL BE PROVIDED FOR PASSENGERS ELIGIBLE FOR THE BUSINESS CLASS SECTION WHERE AIRPORT SPACE AND STAFFING PERMIT.
- (3) PASSENGERS SEATED IN THE BUSINESS CLASS SECTION WILL (WHEN FLIGHT TIME PERMITS) BE AFFORDED INFLIGHT AMENITIES SUCH AS COMPLIMENTARY BEVERAGES (INCLUDING COCKTAILS, CHAMPAGNE AND WINE) AND THE COMPLIMENTARY USE OF HEADSETS FOR AUDIO/VISUAL ENTERTAINMENT (WHERE SUCH FEATURE IS PROVIDED IN FLIGHT).
- (B) ECONOMY CLASS OR CLASS "Y"
 ECONOMY CLASS OR CLASS "Y" FARES APPLY WHEN TRAVEL IS

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

IN THE ECONOMY CLASS SECTION OF COMBINATION COMPARTMENT FLIGHTS DESIGNATED AS BUSINESS CLASS AND ECONOMY CLASS IN THE CARRIER'S SCHEDULE DESCRIPTION/CONDITIONS OF SERVICE.

- (1) THE ECONOMY CLASS SECTION WILL BE LOCATED IMMEDIATELY BEHIND THE BUSINESS CLASS COMPARTMENT.

0015 ELECTRONIC SURVEILLANCE OF PASSENGERS AND BAGGAGE

PASSENGERS AND THEIR BAGGAGE ARE SUBJECT TO INSPECTION WITH AN ELECTRONIC DETECTOR WITH OR WITHOUT THE PASSENGERS' CONSENT OR KNOWLEDGE.

0020 SURCHARGES

(A) NAVIGATION SURCHARGES (APPLICABLE FOR TRANSPORTATION

TO/FROM CANADA)

- (1) A NAVIGATION SURCHARGE OF UP TO \$36 CAD WILL BE COLLECTED AT TIME OF TICKET ISSUANCE FOR ALL PASSENGERS ON A FARE COMPONENT BASIS. APPLICABLE TO TRANSBORDER TRAVEL TO/FROM CANADA. THE SURCHARGE OF UP TO \$36 CAD WILL APPLY IN EACH DIRECTION.
- (2) THE AMOUNT TO BE CHARGED WILL BE INCORPORATED IN THE FARE CALCULATION SHOWN AS A 'Q' SURCHARGE, BY CONVERTING THE CAD SURCHARGE AMOUNT INTO NUC USING THE APPLICABLE IATA RATE OF EXCHANGE (IROE).
- (3) THE SURCHARGE APPLIES IN ADDITION TO ALL OTHER CHARGES AND IS NOT SUBJECT TO ANY FURTHER DISCOUNTS.
- (4) THE NAVIGATION SURCHARGE WILL ACCRUE TO JETBLUE AIRWAYS CORPORATION WHEN TRAVEL TO/FROM CANADA IS VIA THE SERVICES OF B6.
- (5) THE NAVIGATION SURCHARGE WILL NOT APPLY TO THE FOLLOWING:
- (A) PASSENGERS TRANSITING CANADA WHERE NO FARE BREAK OCCURS
- (B) B6 PASSENGERS TRAVELLING ON A FREE TICKET
- (B) FUEL AND ADMINISTRATIVE SERVICE CHARGE
- (1) A SERVICE CHARGE AND FUEL SURCHARGE NOT EXCEEDING UP TO \$360 CAD OR TWENTY PERCENT (20%) OF THE BASE FARE AMOUNT WILL BE COLLECTED AT THE TIME OF TICKET ISSUANCE WORLDWIDE FROM EACH PASSENGER OF ANY AGE GROUP (INCLUDING INFANTS) FOR EACH DEPARTURE.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

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0021 TRANSPORT OF PASSENGERS WITH DISABILITIES

(A) DEFINITIONS - PASSENGERS SHALL BE CONSIDERED AS DISABLED WHEN THEIR PHYSICAL, MEDICAL OR MENTAL CONDITION REQUIRES INDIVIDUAL ATTENTION ON ENPLANING, DEPLANING, DURING FLIGHT, IN AN EMERGENCY EVACUATION OR DURING GROUND HANDLING WHICH IS NORMALLY NOT EXTENDED TO OTHER PASSENGER. A QUALIFIED INDIVIDUAL WITH A DISABILITY MEANS A PASSENGER OR INDIVIDUAL WITH A DISABILITY WHO:

- (1) WITH RESPECT TO ACCOMPANYING OR MEETING A TRAVELER, USE OF GROUND TRANSPORTATION, USE OF TERMINAL FACILITIES OR OBTAINING INFORMATION ABOUT SCHEDULES, FARES OR POLICIES, TAKES THOSE ACTIONS NECESSARY TO AVAIL HIMSELF OR HERSELF OF FACILITIES OR SERVICES OFFERED BY CARRIER TO THE GENERAL PUBLIC, WITH REASONABLE ACCOMMODATIONS, AS NEEDED, PROVIDED BY CARRIER;
- (2) WITH RESPECT TO OBTAINING A RESERVATION FOR AIR TRANSPORTATION ON CARRIER, OFFERS OR MAKES A GOOD FAITH ATTEMPT TO OFFER TO PURCHASE OR OTHERWISE TO VALIDLY OBTAIN A RESERVATION;
- (3) WITH RESPECT TO OBTAINING AIR TRANSPORTATION ON OTHER SERVICES OR ACCOMMODATIONS REQUIRED BY U.S. DEPARTMENT OF TRANSPORTATION REGULATIONS IN 14 CFR PART 382:
 - (I) PURCHASES OR POSSESSES A VALID RESERVATION FOR AIR TRANSPORTATION ON CARRIER AND PRESENTS HIMSELF OR HERSELF AT THE AIRPORT FOR THE PURPOSE OF TRAVELING ON THE FLIGHT FOR WHICH THE TICKET HAS BEEN PURCHASED OR OBTAINED;
 - (II) MEETS REASONABLE, NONDISCRIMINATORY CONTRACT OF CARRIAGE REQUIREMENTS APPLICABLE TO ALL PASSENGERS; AND
 - (III) WHOSE CARRIAGE WILL NOT VIOLATE THE REQUIREMENTS OF FEDERAL AVIATION REGULATIONS OR, IN THE REASONABLE EXPECTATION OF CARRIER PERSONNEL, JEOPARDIZE THE SAFE COMPLETION OF THE FLIGHT OR THE HEALTH OR SAFETY OF OTHER PERSONS.

PASSENGERS WITH DISABILITIES ARE DIVIDED INTO THE FOLLOWING CATEGORIES:

- (1) AMBULATORY - A PASSENGER WHO IS ABLE TO MOVE ABOUT WITHIN THE AIRCRAFT UNASSISTED.
- (2) NON-AMBULATORY - A PERSON WHO IS NOT ABLE TO MOVE ABOUT WITHIN THE AIRCRAFT UNASSISTED.
- (3) SELF RELIANT - EXCEPT FOR NEEDS AND ASSISTANCE RELATED TO SAFETY, MEANS A PERSON WHO IS INDEPENDENT, SELF SUFFICIENT AND CAPABLE OF TAKING CARE OF ALL PERSONAL NEEDS DURING FLIGHT, AND DOES

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NOT REQUIRE ASSISTANCE OF A PERSONAL NATURE. SUCH AS ASSISTANCE WITH EATING, USING THE WASHROOM FACILITIES OR ADMINISTERING MEDICATION NOR DOES NOT REQUIRE ASSISTANCE FROM THE CARRIER BEYOND THE RANGE OF SERVICES THAT ARE NORMALLY OFFERED BY THE CARRIER.

- (4) NON-SELF-RELIANT - A PERSON WHO IS INCAPABLE OF SELF CARE DURING A FLIGHT.
 - (5) DETERMINATION OF SELF RELIANCE -EXCEPT FOR SAFETY-RELATED MATTERS GOVERNED BY TRANSPORT CANADA, B6 WILL ACCEPT THE DETERMINATION MADE BY OR ON BEHALF OF A PERSON WITH A DISABILITY AS TO SELF-RELIANCE WHEN TRAVELLING TO/FROM OR VIA CANADA. ONCE ADVISED THAT HE/SHE IS SELF-RELIANT, THE CARRIER SHALL NOT REFUSE SUCH PASSENGER TRANSPORTATION ON THE BASIS THAT THERE IS A LACK OF PERSONAL ATTENDANT OR BASED ON THE ASSUMPTION THAT THE PASSENGER MAY REQUIRE ADDITIONAL ATTENTION FROM AIRLINE EMPLOYEES TO ASSIST WITH THE PASSENGERS 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 CARRIER.
 - (6) SAFETY ASSISTANT (PERSONAL ATTENDANT)-AN ABLE BODIED PERSON 18 YEARS OF AGE OR OLDER (UNLESS OTHERWISE AGREED UPON BY MEDICAL ASSISTANCE COORDINATION SERVICE) 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.
- (B) ACCEPTANCE OF DISABLED PASSENGERS
- (1) THE CARRIER WILL ACCEPT THE DISABLED PERSONS DETERMINATION AS TO SELF-RELIANCE EXCEPT WHERE THERE IS A SAFETY-RELATED DETERMINATION BY THE CARRIER TO THE CONTRARY.
 - (2) CARRIER WILL REFUSE TO TRANSPORT OR WILL REMOVE AT ANY POINT, ANY PASSENGER WHOSE MENTAL OR PHYSICAL CONDITION IS SUCH AS TO RENDER HIM/HER INCAPABLE OF CARING FOR HIMSELF/HERSELF WITHOUT ASSISTANCE, UNLESS-
 - (A) HE/SHE IS ACCOMPANIED BY AN ATTENDANT MINIMUM 18 YEARS OF AGE (UNLESS OTHERWISE AGREED UPON BY JETBLUE AIRWAYS CORPORATION) WHO WILL BE RESPONSIBLE FOR CARING FOR HIM/HER EN ROUTE, AND
 - (B) WITH THE CARE OF SUCH ATTENDANT, HE/SHE WILL NOT REQUIRE UNREASONABLE ATTENTION OR ASSISTANCE FROM EMPLOYEES OF THE CARRIER.
 - (3) SERVICE ANIMALS

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

CARRIER ACCEPTS FOR TRANSPORTATION WITHOUT CHARGE A PROPERLY HARNESSSED DOG REQUIRED TO ASSIST A PERSON WITH A DISABILITY PROVIDED THAT THE ANIMAL IS 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 UNLESS THE ANIMAL OBSTRUCTS AN AISLE OR OTHER AREA THAT MUST REMAIN UNOBSTRUCTED IN ORDER TO FACILITATE AN EMERGENCY EVACUATION. SERVICE ANIMALS MAY NOT OCCUPY A SEAT. CERTAIN UNUSUAL SERVICE ANIMALS (I.E. SNAKES, OTHER REPTILES, FERRETS, RODENTS AND SPIDERS) POSE UNAVOIDABLE SAFETY AND/OR PUBLIC HEALTH CONCERNS AND WILL NOT BE ALLOWED TO FLY WITH CARRIER. B6 WILL HAVE NO LIABILITY IN RESPECT OF INJURY OR DEATH SUSTAINED BY A SERVICE ANIMAL UNLESS SUCH INJURY OR DEATH HAS BEEN CAUSED BY CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PASSENGER IS LIABLE FOR ALL DAMAGES WHICH A SERVICE ANIMAL MIGHT CAUSE TO OTHERS.

(C) SEATING ACCOMMODATIONS AND OTHER SERVICES

- (1) PASSENGERS WITH A DISABILITY REQUIRED SPECIAL SEATING ACCOMMODATION FOR TRAVEL ON B6 OPERATED FLIGHTS AND WHO DO NOT PRE-SELECT THEIR SEAT UPON MAKING A RESERVATION MUST CONTACT A B6 RESERVATIONS CENTER AT LEAST 48 HOURS IN ADVANCE OF DEPARTURE. REQUESTS MADE WITH LESS THAN 48 HOURS WILL BE ACCOMODATED TO THE EXTENT POSSIBLE.
- (2) PASSENGERS WITH A DISABILITY REQUIRING SPECIAL SEATING ACCOMMODATION FOR TRAVEL ON B6 CODED FLIGHTS OPERATED BY ANOTHER CARRIER MUST EITHER CONTACT B6 RESERVATION CENTER OR THE OPERATING CARRIER DIRECTLY.
- (3) THE CARRIER WILL PROVIDE THE PERSON WITH A DISABILITY WITH THE MOST ACCESSIBLE SEAT ON THE AIRCRAFT. THE CARRIER WILL CONSULT WITH THE PERSON TO DETERMINE WHICH SEAT IS THE MOST ACCESSIBLE TO MEET SPECIFIC DISABILITY-RELATED NEEDS. FOR SAFETY/SECURITY REASONS SOME SEATS MAY NOT BE AVAILABLE. PERSONS WITH DISABILITIES AND THEIR ATTENDANTS, WHO WILL MEET THE PERSONS' DISABILITY-RELATED NEEDS, WILL BE SEATED TOGETHER. PASSENGERS WITH A DISABILITY WILL NOT BE PERMITTED TO OCCUPY SEATS IN DESIGNATED EMERGENCY EXIT ROW.
- (4) SERVICE TO DISABLED
JETBLUE AIRWAYS CORPORATION WILL ENSURE THAT SERVICES ARE PROVIDED TO PERSONS WITH DISABILITIES WHEN A REQUEST FOR SUCH SERVICES IS MADE AT LEAST

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48 HOURS PRIOR TO DEPARTURE ADVISING B6 AS TO THE NATURE OF DISABILITY AND ASSISTANCE REQUIRED, SO THAT ARRANGEMENTS CAN BE MADE, AND WILL MAKE REASONABLE EFFORTS TO ACCOMMODATE REQUESTS NOT MADE WITHIN THE TIME LIMIT. SERVICES TO BE PROVIDED UPON REQUEST INCLUDE:

- (A) ASSISTANCE WITH REGISTRATION AT THE CHECK IN COUNTER
 - (B) ASSISTANCE IN PROCEEDING TO THE BOARDING AREA
 - (C) ASSISTANCE IN BOARDING AND DEBOARDING AND TRANSFER AT THE AIRPORT.
 - (D) ASSISTANCE IN MOVING TO AND FROM THE AIRCRAFT LAVATORY (NO ASSISTANCE IN THE TOILET, NO LIFTING INTO THE TOILET SEAT)
 - (E) ASSISTANCE IN TRANSFERRING BETWEEN MOBILITY AID AND THE PASSENGER SEAT WITH O/B WCH BUT NO LIFTING.
- (5) MEDICAL CLEARANCE
CARRIER RESERVES THE RIGHT TO REQUIRE A MEDICAL CLEARANCE FROM THE COMPANY MEDICAL AUTHORITIES IF TRAVEL INVOLVES ANY UNUSUAL RISK TO THE PASSENGER OR TO OTHER PERSONS (INCLUDING, IN CASES OF PREGNANT PASSENGERS, NEWBORN CHILDREN AND COMMUNICABLE DISEASES).
- (D) ACCEPTANCE OF MOBILITY AIDS
- (1) CARRIER WILL ACCEPT WHEELCHAIRS, WHETHER MANUALLY OPERATED OR BATTERY OPERATED, AS CHECKED BAGGAGE ON THE SAME FLIGHT AS THE PASSENGER WHO USES THE DEVICE, UNLESS THE PASSENGER REQUESTS STOWAGE OF HIS OR HER MANUAL WHEELCHAIR WITHIN THE CABIN (SUBJECT TO THE SPECIFIC AIRCRAFT CONFIGURATION OR OTHER APPLICABLE LIMITATIONS).
 - (2) IN ADDITION TO MANUAL WHEELCHAIRS, CARRIER WILL ACCEPT FOR IN-CABIN STOWAGE OTHER MOBILITY AIDS SUCH AS CRUTCHES, BRACES, CANES, AND WALKERS, PROVIDED APPROVED STOWAGE IS AVAILABLE AND COMPLIES WITH FAA REGULATIONS.
 - (3) IF A MANUAL WHEELCHAIR, MOBILITY DEVICE OR OTHER ASSISTIVE DEVICE CANNOT BE STOWED IN-CABIN, CARRIER WILL TRANSPORT THEM IN THE BAGGAGE COMPARTMENT.
 - (4) CARRIER WILL ACCEPT ADDITIONAL WHEELCHAIR BATTERIES AND BATTERY-POWERED WHEELCHAIRS WITH THE BATTERY ATTACHED IF THE BATTERY IS LABELED BY THE MANUFACTURER AS NON-SPILLABLE. BATTERIES LACKING NON-SPILLABLE MANUFACTURER LABELING AND SPILLABLE BATTERIES THAT CANNOT REMAIN IN AN UPRIGHT POSITION MUST BE PLACED IN SPECIAL SHIPPING BOXES. DUE TO THE ADVANCE NOTICE REQUIREMENT THAT MAY APPLY TO OBTAINING THESE BOXES, PASSENGERS SHOULD ADVISE CARRIER AT LEAST FORTY-EIGHT (48) HOURS

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- BEFORE SCHEDULED DEPARTURE OF THE NEED FOR AN APPROPRIATE BATTERY BOX. CARRIER WILL ACCEPT LITHIUM BATTERIES FOR IN-CABIN STOWAGE WITH TERMINALS TAPED OR ENCLOSED IN A CASE. FOR STOWAGE IN THE BAGGAGE COMPARTMENT, ONLY LITHIUM BATTERIES WHOSE TERMINALS ARE COMPLETELY ENCLOSED IN A CASE ARE PERMITTED, ALL OTHERS MUST BE REMOVED FROM THE DEVICE AND STOWED IN THE CABIN. DAMAGED OR LEAKING BATTERIES WILL NOT BE TRANSPORTED.
- (5) CARRIER WILL ACCEPT FROM PASSENGERS WRITTEN DIRECTIONS ON DISASSEMBLY AND REASSEMBLY OF WHEELCHAIRS, OTHER MOBILITY AIDS, AND ASSISTIVE DEVICES. EXCESS BAGGAGE CHARGES AND LIMITS ON LIABILITY FOR LOSS OR DAMAGE TO ANY ITEMS DESCRIBED IN THIS PARAGRAPH DO NOT APPLY.
- (6) CARRIER WILL ALLOW A QUALIFIED INDIVIDUAL WITH A DISABILITY TO USE IN THE PASSENGER CABIN A PERSONAL VENTILATOR, RESPIRATOR, CONTINUOUS POSITIVE AIRWAY PRESSURE MACHINE (CPAP), BILEVEL POSITIVE AIRWAY PRESSURE MACHINE (BIPAP) OR AN FAA-APPROVED PORTABLE OXYGEN CONCENTRATOR (POC). THESE MEDICAL DEVICES MUST MEET FAA REQUIREMENTS, DISPLAY A MANUFACTURER'S LABEL THAT IT MEETS SUCH REQUIREMENTS, AND CAN ONLY BE STOWED AND USED CONSISTENT WITH FAA, TSA AND PHMSA REGULATIONS. PASSENGERS MUST BRING AN ADEQUATE SUPPLY OF NON-SPILLABLE BATTERIES, PLAINLY MARKED AS SUCH, TO LAST FOR 150% OF THE EXPECTED TRAVEL TIME. CARRIER MAY DENY BOARDING IF A PASSENGER DOES NOT COMPLY WITH THE FOREGOING REQUIREMENTS.
- (7) MEDICAL EQUIPMENT OVER 20 KG NEED TO BE CLEARED BY JETBLUE AIRWAYS CORPORATION. IN ANY EVENT, ALL MEDICAL EQUIPMENT MUST MEET THE APPLICABLE FAA, PHMSA, TSA OR APPLICABLE FOREIGN GOVERNMENT STANDARDS BEFORE CARRIAGE WILL BE PERMITTED.
- (E) CARRIER IS NOT LIABLE FOR ITS REFUSAL TO TRANSPORT ANY PASSENGER OR FOR ITS REMOVAL OF ANY PASSENGER IN ACCORDANCE WITH THE PRECEDING PARAGRAPHS OF THIS RULE, BUT SUCH CARRIER WILL, AT THE REQUEST OF THE PASSENGER, REFUND IN ACCORDANCE WITH RULE 90 (REFUNDS-INVOLUNTARY) .
- (F) APPLICABLE RULES
 THE FOLLOWING RULES ARE APPLICABLE:
 RULE 55 (LIABILITY OF CARRIERS)
 RULE 80 (REVISED ROUTINGS, FAILURE TO CARRY AND MISSED CONNECTIONS)
 RULE 85 (SCHEDULE, DELAYS AND CANCELLATIONS)
 RULE 87 (DENIED BOARDING COMPENSATION)
 RULE 90 (REFUNDS-INVOLUNTARY)

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0024 CARRIAGE OF CHILDREN

FOR THE PURPOSES OF THE PRESENT RULE, A MINOR MEANS A PERSON WHO HAS NOT REACHED HIS/HER 18TH BIRTHDAY AS OF THE DATE OF COMMENCEMENT OF TRAVEL.

(A) ACCOMPANIED

CHILDREN ARE ACCEPTED FOR TRANSPORTATION WHEN ACCOMPANIED ON THE SAME FLIGHT AND IN THE SAME COMPARTMENT BY A PASSENGER AT LEAST 14 YEARS OF AGE. ONLY ONE INFANT WILL BE ACCEPTED FOR CARRIAGE WITH EACH FARE PAYING PASSENGER AT LEAST 15 YEARS OF AGE OCCUPYING THE SAME OR ADJACENT SEAT OCCUPIED BY THE INFANT.

(B) UNACCOMPANIED

MINORS NOT ACCOMPANIED ON THE SAME FLIGHT AND IN THE SAME COMPARTMENT BY A PASSENGER 14 YEARS OF AGE OR OVER ARE ACCEPTED FOR TRANSPORTATION ONLY UNDER THE FOLLOWING CONDITIONS:

AGE OF MINOR AT LAST BIRTHDAY UNDER 5 YEARS OF AGE VIA ALL CLASSES OF SERVICE NOT ACCEPTED UNDER ANY CONDITIONS.

5 TO 14 YEARS AGE

SUBJECT TO AN ADDITIONAL CHARGE, UNACCOMPANIED MINOR SERVICE IS MANDATORY. ACCEPTED ONLY FOR TRANSPORTATION ON B6-OPERATED FLIGHTS IN EITHER ECONOMY OR BUSINESS CLASS,

14 TO 17 YEARS OF AGE

SUBJECT TO AN ADDITIONAL CHARGE, UNACCOMPANIED MINOR SERVICE IS AVAILABLE UPON REQUEST BUT IS NOT MANDATORY. UNACCOMPANIED CHILDREN WILL NOT BE ACCEPTED ON FLIGHTS WITH INTERMEDIATE STOPS OR ON CONNECTING FLIGHTS. THE PARENT OR ADULT GUARDIAN/CUSTODIAN MUST PROVIDE CARRIER WITH THE COMPLETED UNACCOMPANIED MINOR FORM, EVIDENCING THAT THE CHILD WILL BE MET BY ANOTHER PARENT OR ADULT GUARDIAN/CUSTODIAN UPON DEPLANING AT HIS/HER DESTINATION. THE PERSON MEETING THE CHILD AT HIS/HER DESTINATION WILL BE REQUIRED TO PRESENT POSITIVE IDENTIFICATION AND SIGN A RELEASE ON THE FORM THE TERMS AND CONDITIONS OF THE FORM ARE HEREBY INCORPORATED BY REFERENCE.

(C) FARE

THE FARE APPLICABLE TO THE TRANSPORTATION OF CHILDREN IS THE APPLICABLE PUBLISHED FARE. FARES APPLICABLE TO UNACCOMPANIED MINORS ARE AS FOLLOWS:

UNACCOMPANIED CHILDREN 5 THROUGH 14 YEARS OLD:
APPLICABLE ADULT FARE.

UNACCOMPANIED MINORS 14 THROUGH 17 YEARS OLD:
APPLICABLE ADULT FARE.

A CHARGE WILL BE APPLIED FOR MANDATORY SERVICE PROVIDED TO ACCOMPANY CHILDREN 5 THROUGH 14 YEARS OLD AND WHEN REQUESTED FOR MINORS 14 THROUGH 17

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YEARS OLD.

UNACCOMPANIED MINOR SERVICE CHARGE FROM CANADA WILL BE CHARGED ON A PER FLIGHT/SECTOR BASIS AS FOLLOWS:

SECTOR/FIGHT	CAD
DOMESTIC SECTORS	UP TO \$360
INTERNATIONAL SECTORS	UP TO \$360

THE FEE IS CHARGED PER UNACCOMPANIED CHILD SEPARATELY AND NOT PER PARTY OF UNACCOMPANIED CHILDREN TRAVELLING TOGETHER.

INFANTS OCCUPYING A SEAT:

THE FARE FOR INFANTS OCCUPYING A SEAT WILL BE 100% OF THE APPLICABLE ADULT FARE.

MEANS

- (D) UNACCOMPANIED MINOR ACCEPTANCE SERVICE
- (1) THE ENTIRE JOURNEY MUST BE CONFIRMED AT TIME OF TICKET ISSUANCE.
 - (2) FOR ROUTINGS WHERE OTHER AIRLINES ARE INVOLVED, THE UNACCOMPANIED MINOR IS ONLY ACCEPTED TO B6 IF THE ENTIRE TRIP IS IN ONE (1) TICKET. UNACCOMPANIED MINORS TRAVELLING ON SEPARATE TICKETS ARE NOT ACCEPTED DUE TO THE CONNECTION NOT BEING SECURED IN CASE OF DELAY.
 - (3) REGISTRATION FOR THE UNACCOMPANIED MINOR SERVICE MUST BE MADE AT LEAST 24 HOURS PRIOR TO DEPARTURE.
 - (4) THE MINOR MUST BE BROUGHT TO THE AIRPORT OF DEPARTURE BY A PARENT OR RESPONSIBLE ADULT WHO REMAINS WITH THE MINOR UNTIL CARRIER STARTS PROVIDING SUPERVISION, AND WHO MUST FURNISH THE CARRIER WITH SATISFACTORY EVIDENCE THAT THE MINOR WILL BE MET BY ANOTHER PARENT OR RESPONSIBLE ADULT SHOWING PHOTO IDENTIFICATION, UPON DEPLANING AT HIS/HER DESTINATION. CHILDREN OF AGES 5 TO 14 ARE NOT ACCEPTED IF THE FLIGHT ON WHICH THE CHILD HOLDS A RESERVATION IS EXCEPTED TO TERMINATE SHORT OF, OR BYPASS HIS DESTINATION.
 - (5) ALL NECESSARY TRAVEL DOCUMENTS ARE ARRANGED.
 - (6) THE ABOVE PERSONS COMPLETE AND SIGN THE B6 UNACCOMPANIED MINOR FORM WHICH CAN BE OBTAINED ON CARRIER'S WEB SITE WWW.JETBLUE.COM OR AT THE AIRPORT TICKET COUNTER PRIOR TO CHECK-IN.
 - (7) NIGHT STOPS ARE ONLY ALLOWED IF THE PARENTS OR LEGAL GUARDIANS HAVE MADE ARRANGEMENTS FOR THE MINOR AT THE LAYOVER AIRPORT TO BE MET ON ARRIVAL AND ESCORTED ON DEPARTURE BY AN ADULT.
 - (8) CARRIER WILL PROVIDE SUPERVISION FOR THE MINOR FROM THE TIME OF BOARDING OR CHECK-IN, WHERE APPLICABLE, UNTIL THE MINOR IS MET AT DESTINATION BY A PARENT OR A RESPONSIBLE ADULT SHOWING PHOTO IDENTIFICATION, AS IDENTIFIED ON THE ABOVE PARAGRAPH.

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- (9) MEDICAL CONDITIONS
CHILDREN WITH MEDICAL CONDITIONS MAY NOT BE ACCEPTED FOR TRAVEL AS UNACCOMPANIED MINORS. MEDICAL APPROVAL FROM THE CARRIER'S MEDICAL SERVICE IS REQUIRED FOR ANY UNACCOMPANIED MINOR SERVICE TO BE OFFERED TO A MINOR WITH A MEDICAL CONDITION INCLUDING CUSTOMERS WITH DISABILITIES SEE RULE 21.
- (E) RESPONSIBILITY OF CARRIER
LIMITED RESPONSIBILITIES OF CARRIER WITH THE EXCEPTION OF THE SERVICE SPECIFICALLY PROVIDED TO AN UNACCOMPANIED MINOR IN THIS RULE, CARRIER WILL NOT ASSUME ANY FINANCIAL OR GUARDIANSHIP RESPONSIBILITIES FOR UNACCOMPANIED MINOR BEYOND THOSE APPLICABLE TO AN ADULT PASSENGER.
- (F) SEAT ASSIGNMENT FOR CHILDREN
CARRIER WILL MAKE REASONABLE EFFORTS TO ENSURE THAT CHILDREN UNDER THE AGE OF TWELVE (12) ARE SEATED WITH THEIR ACCOMPANYING PARENT OR GUARDIAN PRIOR TO CHECK-IN, AT TIME OF CHECK-IN AND BY AIRPORT AND IN-FLIGHT AGENTS TO SEAT THE CHILD NEXT TO THEIR PARENT OR GUARDIAN, FREE OF CHARGE.
THE CARRIER'S SUPPLEMENTAL POLICIES WITH REGARDS TO SEAT ASSIGNMENT FOR CHILDREN ARE:
- (1) THE POSSIBILITY OF SELECTING ADJOINING SEATS ONLINE; PASSENGERS CAN SELECT A NON-PREFERRED ECONOMY CLASS SEAT FREE OF CHARGE, SUBJECT TO AVAILABILITY, AT TIME OF ONLINE CHECK-IN, WHICH COMMENCES 24 HOURS PRIOR TO DEPARTURE.
 - (2) IF UNAVAILABLE ONLINE AND IF REQUESTED BY THE CUSTOMER, CHECK-IN AGENTS ATTEMPTING TO LOCATE ADJOINING SEATS AT CHECK-IN;
 - (3) IF EFFORTS ARE UNSUCCESSFUL AT CHECK-IN, GATE AGENTS ATTEMPTING TO LOCATE ADJOINING SEATS AT BOARDING, OR IF UNAVAILABLE, REQUESTING VOLUNTEERS TO CHANGE SEATS;
 - (4) IF EFFORTS ARE UNSUCCESSFUL AT BOARDING, FLIGHT ATTENDANTS REQUESTING VOLUNTEERS TO CHANGE SEATS ON-BOARD.
 - (5) 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.

0025 REFUSAL TO TRANSPORT - LIMITATION OF CARRIER

- (A) REFUSAL CANCELLATION OR REMOVAL
CARRIER WILL REFUSE TO CARRY, CANCEL THE RESERVED SPACE OF, OR REMOVE EN ROUTE ANY PASSENGER FOR ANY OF THE

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FOLLOWING REASONS:

- (1) WHEN SUCH ACTION IS NECESSARY FOR REASONS OF SAFETY;
 - (2) WHEN SUCH ACTION IS NECESSARY TO PREVENT VIOLATION OF ANY APPLICABLE LAWS, REGULATIONS, OR ORDERS OF ANY STATE OR COUNTRY TO BE FLOWN FROM, INTO OR OVER;
 - (3) TO COMPLY WITH ANY GOVERNMENTAL REQUEST FOR EMERGENCY TRANSPORTATION IN CONNECTION WITH THE NATIONAL DEFENSE.
 - (4) THE CARRIER ACTING REASONABLY DEEMS INADVISABLE OR INAPPROPRIATE DUE TO SPECIAL CIRCUMSTANCES OR CONCERNS BEYOND THE CONTROL OF THE CARRIER
- (B) IMMIGRATION OR OTHER SIMILAR CONSIDERATIONS WHEN THE PASSENGER IS TO TRAVEL ACROSS ANY INTERNATIONAL BOUNDARY, IF:
- (1) THE TRAVEL DOCUMENTS OF SUCH PASSENGER ARE NOT IN ORDER;
 - (2) FOR ANY REASON, SUCH PASSENGER'S EMBARKATION FROM, TRANSIT THROUGH, OR ENTRY INTO ANY COUNTRY FROM, THROUGH, OR TO WHICH SUCH PASSENGER DESIRES TRANSPORTATION WOULD BE UNLAWFUL;
 - (3) WHEN THE PASSENGER FAILS OR REFUSED TO COMPLY WITH THE RULES AND REGULATIONS OF THE CARRIER.
 - (4) A PASSENGER REFUSES TO PERMIT A SEARCH OF HIS OR HER PERSON OR PROPERTY FOR EXPLOSIVES OR FOR CONCEALED, DEADLY OR DANGEROUS WEAPONS OR OTHER PROHIBITED ARTICLES, OR WHO REFUSE ON REQUEST TO PRODUCE POSITIVE IDENTIFICATION.
- (C) PASSENGER'S CONDITION
- (1) WHEN THE PASSENGER'S MENTAL OR PHYSICAL CONDITION IS SUCH AS TO RENDER HIS/HER INCAPABLE OF CARING FOR HIMSELF/HERSELF WITHOUT ASSISTANCE OR MEDICAL TREATMENT EN ROUTE UNLESS:
 - (A) HE/SHE IS ACCOMPANIED BY A TICKETED ATTENDANT WHO WILL BE RESPONSIBLE FOR CARING FOR HIM EN ROUTE, AND
 - (B) WITH THE CARE OF SUCH ATTENDANT HE/SHE WILL NOT REQUIRE UNREASONABLE ATTENTION OF ASSISTANCE FROM CARRIER PERSONNEL.
 - (C) HE/SHE COMPLIES WITH REQUIREMENTS OF RULE 21, WHERE APPLICABLE.

EXCEPTION: (FOR TRANSPORTATION TO/FROM CANADA) CARRIER WILL ACCEPT THE DETERMINATION OF A PERSON WITH DISABILITY AS TO SELF-RELIANCE (SEE RULE 21).
 - (2) WHEN THE PASSENGER HAS AN OBVIOUS CONTAGIOUS DISEASE; OR
 - (3) WHEN THE PASSENGER HAS AN OFFENSIVE ODOR (FOR EXAMPLE, SUCH AS FROM A DRAINING WOUND).

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- (4) WHEN THE PASSENGER APPEARS TO BE MENTALLY DERANGED OR MENTALLY INCAPACITATED. HOWEVER, THE CARRIER WILL ACCEPT ESCORTED MENTAL PATIENTS UNDER THE FOLLOWING CONDITIONS:
- (A) THE REQUESTING MEDICAL AUTHORITY FURNISHES ASSURANCE, IN WRITING, THAT AN ESCORTED MENTAL PATIENT CAN BE TRANSPORTED SAFELY.
 - (B) ONLY ONE ESCORTED MENTAL PATIENT WILL BE PERMITTED ON A FLIGHT. (FOR EXTRA ESCORTED MENTAL PATIENT ON SAME FLIGHT, PLEASE CONTACT JETBLUE AIRWAYS CORPORATION).
 - (C) REQUEST FOR CARRIAGE IS MADE AT LEAST 48 HOURS BEFORE SCHEDULED DEPARTURE.
 - (D) ACCEPTANCE IS FOR ONLINE TRAVEL ONLY.
 - (E) THE ESCORT MUST ACCOMPANY THE ESCORTED PASSENGER AT ALL TIMES.
- (5) WHEN CARRIER DETERMINES, IN GOOD FAITH AND USING ITS REASONABLE DISCRETION, THAT PASSENGER'S MEDICAL CONDITION IS SUCH THAT AIR TRAVEL RISKS CAUSING AGGRAVATION TO SAID CONDITION AND/OR MAY CAUSE PASSENGER TO REQUIRE URGENT MEDICAL ATTENTION AND/OR TO INCOMMODATE OTHER PASSENGERS. IN SUCH CIRCUMSTANCES, CARRIER IS ENTITLED TO REQUIRE THAT PASSENGERS PROVIDE A MEDICAL CERTIFICATE THAT WILL NEED TO BE ACCEPTED AND CLEARED BY COMPANY MEDICAL OFFICERS AS A CONDITION TO HIS/HER ACCEPTANCE FOR SUBSEQUENT TRAVEL.
- (D) METHOD OF PAYMENT
WHEN THE CARRIER HAS BELIEVES THAT A TICKET WAS ACQUIRED IN VIOLATION OF APPLICABLE LAW OR CARRIER'S RULES AND REGULATIONS INCLUDING THROUGH THE UNAUTHORIZED OR ILLEGITIMATE USE OF A CREDIT CARD.
- (E) FLIGHT COUPON USE AND SEQUENCE
WHEN THE PASSENGER HAS FAILED TO COMPLY WITH THE REQUIREMENTS OF RULE 65 REGARDING TICKET FLIGHT COUPON SEQUENCE AND USE OR PASSENGER PRESENTS A TICKET WHICH HAS NOT BEEN ISSUED OR MODIFIED BY B6 OR B6 AUTHORIZED AGENTS OR THE TICKET IS MUTILATED.
- (F) PROHIBITED CONDUCT
WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, 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 ABOARD THE AIRCRAFT; OR THE SAFE AND ADEQUATE FLIGHT OPERATIONS:
- (1) THE PERSON, IN THE REASONABLE JUDGEMENT OF A RESPONSIBLE CARRIER EMPLOYEE, IS UNDER THE INFLUENCE OF INTOXICATING LIQUORS OR DRUGS (EXCEPT

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- A MEDICAL PATIENT UNDER PROPER CARE);
- (2) 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 JUDGMENT OF A RESPONSIBLE CARRIER EMPLOYEE THERE IS A POSSIBILITY THAT SUCH PASSENGER 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 DUTIES ABOARD CARRIER'S AIRCRAFT, OR OTHERWISE JEOPARDIZE SAFE AND ADEQUATE FLIGHT OPERATIONS;
 - (3) THE PERSON'S CONDUCT INVOLVES ANY UNUSUAL HAZARD OR RISK TO SELF OR TO OTHER PERSONS (INCLUDING, IN CASES OF PREGNANT PASSENGERS, UNBORN CHILDREN) OR TO PROPERTY;
 - (4) THE PERSON FAILS TO OBSERVE THE INSTRUCTIONS OF CARRIER AND ITS EMPLOYEES, INCLUDING INSTRUCTIONS TO CEASE PROHIBITED CONDUCT;
 - (5) THE PERSON IS UNABLE/UNWILLING TO SIT IN THE SEAT IN THE FULL UPRIGHT POSITION WITH THE SEATBELT FASTENED;
 - (6) THE PERSON SMOKES OR ATTEMPTS TO SMOKE IN THE AIRCRAFT;
 - (7) THE PERSON USES OR CONTINUES TO USE A CELLULAR TELEPHONE, A LAPTOP COMPUTER OR AN ELECTRONIC DEVICE ON BOARD THE AIRCRAFT AFTER BEING ADVISED.
 - (8) THE PERSON IS BAREFOOT AND OVER 5 YEARS OLD;
 - (9) THE PERSON IS WEARING OR HAS ON OR ABOUT THEIR PERSON CONCEALED OR UNCONCEALED DEADLY OR DANGEROUS WEAPONS; PROVIDED, HOWEVER, THAT CARRIER WILL CARRY PASSENGERS WHO MEET THE QUALIFICATIONS AND CONDITIONS ESTABLISHED IN F.A.R. 108.00;
 - (10) THE PERSON IS MANACLED AND IN CUSTODY OF LAW ENFORCEMENT PERSONNEL;
 - (11) THE PERSON HAS RESISTED OR MAY REASONABLY BE BELIEVED TO BE CAPABLE OF RESISTING ESCORTS.
- (G) SANCTIONS
- 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:
- (1) REMOVAL OF THE PASSENGER AT ANY POINT;
 - (2) PROBATION, 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 SAID 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'S

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CONTINUED COMPLIANCE IN CONTINUED AVOIDANCE OF PROHIBITED CONDUCT, AND

- (3) REFUSE TO TRANSPORT THE PASSENGER, THE LENGTH OF SUCH REFUSALS TO TRANSPORT MAY RANGE FROM A ONE-TIME TO AN INDEFINITE UP TO LIFETIME BAN. THE LENGTH OF THE REFUSAL PERIOD WILL BE IN THE CARRIER'S REASONABLE DISCRETION AND WILL BE FOR A PERIOD COMMENSURATE WITH 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 THE OTHER PASSENGERS OR CREW; THE UNHINDERED PERFORMANCE OF THE CREW MEMBERS IN THEIR DUTY ABOARD THE AIRCRAFT; OR THE SAFE AND ADEQUATE FLIGHT OPERATIONS. THE FOLLOWING CONDUCT WILL AUTOMATICALLY RESULT IN AN INDEFINITE BAN, UP TO LIFETIME BAN:

- (A) THE PERSON CONTINUES TO INTERFERE WITH THE PERFORMANCE OF A CREW MEMBER'S DUTIES NOTWITHSTANDING VERBAL WARNINGS BY THE CREW TO STOP SUCH BEHAVIOR;
- (B) THE PERSON INJURES OR SUBJECTS TO A CREDIBLE THREAT OF INJURY A CREW MEMBER OR OTHER PASSENGER;
- (C) THE PERSON HAS A CONDUCT THAT REQUIRES AN UNSCHEDULED LANDING AND/OR THE USE OF RESTRAINTS SUCH AS TIES OR HANDCUFFS;
- (D) THE PERSON REPEATS A PROHIBITED CONDUCT AFTER RECEIVING A NOTICE OF PROBATION AS MENTIONED IN (2) ABOVE;

THESE REMEDIES ARE WITHOUT PREJUDICE TO 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, THE FILING OF CRIMINAL OR STATUTORY CHARGES.

- (H) COMFORT AND SAFETY
- IN THE EXERCISE OF ITS REASONABLE DISCRETION, THE CARRIER MAY DECIDE TO REFUSE OR REMOVE A PASSENGER AS IS NECESSARY TO ENSURE THE COMFORT AND/OR SAFETY OF THE PASSENGER(S) AND/OR OTHER PASSENGERS INCLUDING IN THE FOLLOWING SITUATIONS:
- (1) PREGNANT PASSENGERS EXPECTING TO DELIVER WITHIN 7 DAYS, UNLESS SUCH PASSENGER PROVIDES A DOCTOR'S CERTIFICATE DATED NO MORE THAN 72 HOURS PRIOR TO DEPARTURE STATING THAT THE DOCTOR HAS EXAMINED AND FOUND THE PASSENGER FIT FOR AIR TRAVEL TO AND FROM THE DESTINATION REQUESTED ON THE DATE OF THE FLIGHT AND THAT THE ESTIMATED DATE OF DELIVERY IS AFTER THE DATE OF THE LAST FLIGHT IN THE

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- PASSENGER'S ITINERARY. IN THE CASE OF CODESHARE TRAVEL, CODESHARE PARTNER(S) MAY HAVE MORE RESTRICTIVE TERMS. IN THE CASE OF INTERLINE TRANSPORTATION, THE INTERLINE PARTNER MAY HAVE MORE RESTRICTIVE TERMS.
- (2) PERSONS WHO HAVE MISREPRESENTED A CONDITION WHICH BECOMES EVIDENT UPON ARRIVAL AT THE AIRPORT, AND THE CONDITION IS UNACCEPTABLE FOR PASSAGE.
- (I) RECOURSE OF THE PASSENGER/LIMITATION OF LIABILITY 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 OR IN RULE 21 SHALL BE LIMITED TO THE RECOVERY OF THE REFUND VALUE OF THE UNUSED PORTION OF PASSENGER'S TICKET FROM THE CARRIER SO REFUSING OR REMOVING, AS PROVIDED IN RULE 90(D). A PERSON WHO IS REFUSED CARRIAGE FOR AN INDEFINITE 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 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. CARRIER WILL RESPOND TO THE PASSENGER WITHIN A REASONABLE PERIOD OF TIME PROVIDING CARRIER'S ASSESSMENT AS TO THE NEED OR NOT TO PROLONG THE BAN OR TO MAINTAIN THE PROBATION PERIOD. UNDER NO CIRCUMSTANCES WILL CARRIER BE LIABLE TO ANY PASSENGER OR REFUSED PASSENGER FOR ANY TYPE OF INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

0030 GROUND TRANSFER SERVICE

- (A) GENERAL
- (1) CARRIER DOES NOT MAINTAIN, OPERATE OR PROVIDE GROUND TRANSFER SERVICE BETWEEN AIRPORTS OR BETWEEN AIRPORTS AND TOWN CENTERS. IT IS AGREED THAT ANY SUCH SERVICE IS PERFORMED BY INDEPENDENT OPERATORS WHO ARE NOT AND SHALL NOT BE DEEMED TO BE AGENTS OR SERVANTS OF CARRIER. ANYTHING DONE BY AN EMPLOYEE, AGENT OR REPRESENTATIVE OF CARRIER IN ASSISTING THE PASSENGER TO MAKE ARRANGEMENTS FOR SUCH GROUND TRANSFER SERVICE SHALL IN NO WAY MAKE CARRIER LIABLE FOR THE ACTS OF OMISSIONS OF SUCH AN INDEPENDENT OPERATOR.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

ISSUE DATE
February 5, 2019

EFFECTIVE DATE
February 6, 2019

0035 PASSENGERS EXPENSES EN ROUTE

- (A) ARRANGEMENTS MADE BY CARRIER
IN MAKING ARRANGEMENTS FOR HOTEL OR OTHER HOUSING AND
BOARD ACCOMMODATION FOR PASSENGERS, OR FOR OTHER
SERVICES REQUESTED BY PASSENGERS, WHETHER OR NOT THE
COST OF SUCH ARRANGEMENTS ARE FOR THE ACCOUNT OF
CARRIER, CARRIER ACTS ONLY AS AGENT FOR THE PASSENGER
AND CARRIER IS NOT LIABLE FOR LOSS, DAMAGE OR EXPENSE
INCURRED BY THE PASSENGER AS A RESULT OF, OR IN
CONNECTION WITH, THE USE BY THE PASSENGER OF SUCH
ACCOMMODATION OR OTHER SERVICE, OR THE DENIAL OF THE
USE THEREOF TO THE PASSENGER BY ANY OTHER PERSON,
COMPANY OR AGENCY.

0040 TAXES

ANY TAX OR OTHER CHARGE IMPOSED BY GOVERNMENT AUTHORITY AND
COLLECTIBLE FROM A PASSENGER WILL BE IN ADDITION TO THE
PUBLISHED FARES AND CHARGES. FOR PASSENGERS DEPARTING FROM
INTERNATIONAL DESTINATIONS WITH LAP INFANTS, CARRIER WILL
COLLECT APHIS, ON BEHALF OF THE DEPARTMENT OF AGRICULTURE,
AND INS, ON BEHALF OF CUSTOMS AND BORDER PROTECTION, TAXES
AT THE AIRPORT FOR LAP INFANTS.

0043 INTERNATIONAL SURCHARGE (APPLICABLE TO/FROM CANADA ONLY)

- (A) THE SURCHARGE WILL BE COLLECTED AT POINT OF SALE, IS
APPLICABLE TO ALL PASSENGERS ON ALL FARE TYPES, WILL
APPLY IN ADDITION TO ALL OTHER CHARGES AND IS NOT
SUBJECT TO ANY DISCOUNT.
- (B) THE SURCHARGE APPLIES ON TICKETS OF JETBLUE AIRWAYS
CORPORATION OR ANY INTERLINING CARRIER'S TICKET.
- (C) THE TOTAL AMOUNT COLLECTED SHALL BE ENTERED IN THE
TAX/FEE/CHARGE BOX OF THE TICKET UNDER CODE "YQ".
- (D) THE SURCHARGE IS NOT COMMISSIONABLE.
- (E) REFUNDS APPLY FOR UNUSED TICKETS.
- (F) THE SURCHARGE WILL NOT APPLY TO THE FOLLOWING:
- (1) B6 FLIGHT NUMBERS OPERATED BY GROUND
TRANSPORTATION (BUSES AND TRAINS)
 - (2) INFANTS TO ISRAEL ONLY.
 - (3) B6 INDUSTRY DISCOUNTED (ID) TICKETS.

**0045 ADMINISTRATIVE FORMALITIES, PASSPORTS, VISAS AND
TOURIST CARDS**

- (A) COMPLIANCE WITH REGULATIONS

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

THE PASSENGER SHALL COMPLY WITH ALL LAWS, REGULATIONS, ORDERS, DEMANDS OR TRAVEL REQUIREMENTS OF COUNTRIES TO BE FLOWN FROM, INTO OR OVER, AND WITH ALL RULES, REGULATIONS AND INSTRUCTIONS OF CARRIER. CARRIER SHALL NOT BE LIABLE FOR ANY AID OR INFORMATION GIVEN BY ANY AGENT OR EMPLOYEE OF CARRIER TO ANY PASSENGER IN CONNECTION WITH OBTAINING NECESSARY DOCUMENTS OR COMPLYING WITH SUCH LAWS, REGULATIONS, ORDERS, DEMANDS, REQUIREMENTS OR INSTRUCTIONS, WHETHER GIVEN ORALLY OR IN WRITING; OR FOR THE CONSEQUENCES TO ANY PASSENGER RESULTING FROM HIS FAILURE TO OBTAIN SUCH DOCUMENTS OR TO COMPLY WITH SUCH LAWS, REGULATIONS, ORDERS, DEMANDS, REQUIREMENTS OR INSTRUCTIONS.

(B) PASSPORTS AND VISAS

(1) THE PASSENGER MUST PRESENT ALL EXIT, ENTRY AND OTHER DOCUMENTS REQUIRED BY LAWS, REGULATIONS, ORDERS, DEMANDS OR REQUIREMENTS OF THE COUNTRIES CONCERNED. CARRIER WILL REFUSE CARRIAGE TO ANY PASSENGER WHO HAS NOT COMPLIED WITH APPLICABLE LAWS, REGULATIONS, ORDERS, DEMANDS OR REQUIREMENTS OR WHOSE DOCUMENTS ARE NOT COMPLETE. CARRIER IS NOT LIABLE TO THE PASSENGER FOR LOSS OR EXPENSE DUE TO THE PASSENGER'S FAILURE TO COMPLY WITH THIS PROVISION.

(2) SUBJECT TO APPLICABLE LAWS AND REGULATIONS, THE PASSENGER AGREES TO PAY THE APPLICABLE FARE WHENEVER CARRIER, ON GOVERNMENT ORDER, IS REQUIRED TO RETURN A PASSENGER AT HIS POINT OF ORIGIN OR ELSEWHERE DUE TO THE PASSENGER'S INADMISSIBILITY INTO A COUNTRY, WHETHER OF TRANSIT OR OF DESTINATION. CARRIER WILL APPLY TO THE PAYMENT OF SUCH FARES ANY FUNDS PAID BY THE PASSENGER TO CARRIER FOR UNUSED CARRIAGE, OR ANY FUNDS OF THE PASSENGER IN THE POSSESSION OF CARRIER. THE FARE COLLECTED FOR CARRIAGE TO THE POINT OF REFUSAL OR DEPORTATION WILL NOT BE REFUNDED BY CARRIER.

(C) CUSTOMS INSPECTION

IF REQUIRED, THE PASSENGER MUST ATTEND INSPECTION OF HIS BAGGAGE, CHECKED OR UNCHECKED, BY CUSTOMS OR OTHER GOVERNMENT OFFICIALS. CARRIER ACCEPTS NO RESPONSIBILITY TOWARD THE PASSENGER IF THE LATTER FAILS TO OBSERVE THIS CONDITION. IF DAMAGE IS CAUSED TO CARRIER BECAUSE OF THE PASSENGER'S FAILURE TO OBSERVE THIS CONDITION, THE PASSENGER SHALL INDEMNIFY CARRIER THEREFOR.

(D) GOVERNMENT REGULATION

NO LIABILITY SHALL ATTACH TO CARRIER IF CARRIER IN GOOD FAITH DETERMINES THAT WHAT IT UNDERSTANDS TO BE APPLICABLE LAW, GOVERNMENT REGULATION, DEMAND, ORDER OR REQUIREMENT REQUIRES THAT IT REFUSE AND IT DOES REFUSE TO CARRY A PASSENGER.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

0050 OXYGEN SERVICE

CARRIER WILL ALLOW A QUALIFIED INDIVIDUAL WITH A DISABILITY TO USE IN THE PASSENGER CABIN A PERSONAL VENTILATOR, RESPIRATOR, CONTINUOUS POSITIVE AIRWAY PRESSURE MACHINE (CPAP), BILEVEL POSITIVE AIRWAY PRESSURE MACHINE (BIPAP) OR AN FAA-APPROVED PORTABLE OXYGEN CONCENTRATOR (POC) SUBJECT TO THE FOLLOWING CONDITIONS:

- (A) THESE MEDICAL DEVICES MUST MEET FAA REQUIREMENTS, DISPLAY A MANUFACTURER'S LABEL THAT IT MEETS SUCH REQUIREMENTS, AND CAN ONLY BE STOWED AND USED CONSISTENT WITH FAA, TSA AND PHMSA REGULATIONS.
- (B) PASSENGERS ATTENDING PHYSICIAN MUST OBTAIN THE APPROVAL OF THE CARRIER'S MEDICAL OFFICER AS TO THE PASSENGER'S ABILITY TO TRAVEL AND TO DETERMINE THE RATE OF OXYGEN FLOW TO BE MAINTAINED.
- (C) PASSENGERS MUST BRING AN ADEQUATE SUPPLY OF NON-SPILLABLE BATTERIES, PLAINLY MARKED AS SUCH, TO LAST FOR 150% OF THE EXPECTED TRAVEL TIME. CARRIER MAY DENY BOARDING IF A PASSENGER DOES NOT COMPLY WITH THE FOREGOING REQUIREMENTS.
- (D) A PASSENGER REQUIRING OXYGEN IS PERMITTED TO TRAVEL UNACCOMPANIED ON THE CARRIER'S SERVICES. WHEN OXYGEN IS ALSO REQUIRED AT AIRPORTS (BOARDING, CONNECTING AND UPON ARRIVAL), THE PASSENGER IS RESPONSIBLE TO MAKE THOSE ARRANGEMENT SEPARATELY.
- (E) PRIVATE OXYGEN BOTTLES ARE NOT ALLOWED FOR TRANSPORTATION IN ABOARD B6 AIRCRAFT.

0055 LIABILITY OF CARRIERS

- (A) SUCCESSIVE CARRIERS
CARRIAGE TO BE PERFORMED UNDER ONE TICKET OR UNDER A TICKET AND ANY CONJUNCTION TICKET ISSUED IN CONNECTION THEREWITH BY SEVERAL SUCCESSIVE CARRIERS IS REGARDED AS A SINGLE OPERATION.
- (B) LAWS AND PROVISIONS APPLICABLE
 - (1) CARRIAGE HEREUNDER IS SUBJECT TO THE RULES AND LIMITATIONS RELATING TO LIABILITY ESTABLISHED BY THE MONTREAL OR WARSAW CONVENTION (RULE 1 (DEFINITIONS HEREIN) AS APPLICABLE, UNLESS SUCH CARRIAGE IS NOT "INTERNATIONAL CARRIAGE" AS DEFINED BY THE RELEVANT CONVENTION (RULE 1 DEFINITIONS HEREIN)). THE MONTREAL CONVENTION APPLIES TO RETURN FLIGHTS ORIGINATING IN CANADA, WHERE THERE IS AN AGREED STOPOVER IN ANOTHER COUNTRY, AND TO ONE-WAY FLIGHTS BETWEEN CANADA AND ANOTHER STATE WHICH IS ALSO A PARTY TO THE MONTREAL CONVENTION. THE WARSAW CONVENTION APPLIES IN OTHER CASES OF INTERNATIONAL

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- TRANSPORTATION BY AIR.
- (2) TO THE EXTENT NOT IN CONFLICT WITH THE PROVISIONS OF PARAGRAPH (1) ABOVE, ALL CARRIAGE UNDER THIS TARIFF AND OTHER SERVICES PERFORMED BY EACH CARRIER ARE SUBJECT TO:
- (A) APPLICABLE LAWS (INCLUDING NATIONAL LAWS IMPLEMENTING THE CONVENTION OR EXTENDING THE RULES OF THE CONVENTION TO CARRIER WHICH IS NOT "INTERNATIONAL CARRIAGE" AS DEFINED IN THE CONVENTION), GOVERNMENT REGULATIONS, ORDERS AND REQUIREMENTS.
- (B) PROVISIONS SET FORTH IN THE PASSENGER'S TICKET.
- (C) APPLICABLE TARIFFS, AND
- (D) EXCEPT IN TRANSPORTATION BETWEEN A PLACE IN THE UNITED STATES AND ANY PLACE OUTSIDE THEREOF, AND ALSO BETWEEN A PLACE IN CANADA AND ANY PLACE OUTSIDE THEREOF, CONDITIONS OF CARRIAGE, REGULATIONS AND TIMETABLES (BUT NOT THE TIMES OF DEPARTURE AND ARRIVAL THEREIN SPECIFIED) OF CARRIER, WHICH MAY BE INSPECTED AT ANY OF ITS OFFICES AND AT AIRPORTS FROM WHICH IT OPERATES REGULAR SERVICES.
- (3) CARRIER'S NAME MAY BE ABBREVIATED IN THE TICKET AND CARRIER'S ADDRESS SHALL BE THE AIRPORT OF DEPARTURE SHOWN OPPOSITE THE FIRST ABBREVIATION OF CARRIER'S NAME IN THE TICKET; AND FOR THE PURPOSE OF THE CONVENTION, THE AGREED STOPPING PLACES ARE THOSE PLACES, EXCEPT THE PLACE OF DEPARTURE AND THE PLACE OF DESTINATION SET FORTH IN THE TICKET AND ANY CONJUNCTION TICKET ISSUED THEREWITH OR AS SHOWN IN CARRIER'S TIMETABLE AS SCHEDULED STOPPING PLACES ON THE PASSENGER'S ROUTE. A LIST GIVING THE FULL NAME AND ITS ABBREVIATIONS OF EACH CARRIER CONCURRING IN THIS TARIFF IS SET FORTH HEREIN.
- (4) FOR THE PURPOSE OF INTERNATIONAL CARRIAGE GOVERNED BY THE MONTREAL CONVENTION, THE LIABILITY RULES SET OUT IN THE MONTREAL CONVENTION ARE FULLY INCORPORATED HEREIN AND SHALL SUPERSEDE AND PREVAIL OVER ANY PROVISIONS OF THIS TARIFF WHICH MAY BE INCONSISTENT WITH THOSE RULES.
- (C) RULES COMMON TO BOTH MONTREAL AND WARSAW CONVENTION CLAIMS
- (1) LIABILITY
- (A) CARRIER SHALL NOT BE LIABLE IN ANY EVENT FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGE ARISING FROM CARRIAGE SUBJECT TO THIS TARIFF, WHETHER OR NOT CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
- (B) WHENEVER THE LIABILITY OF CARRIER IS EXCLUDED

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- OR LIMITED UNDER THESE CONDITIONS, SUCH EXCLUSION OR LIMITATION SHALL APPLY TO AGENTS. SERVANTS OR REPRESENTATIVES OF THE CARRIER AND ALSO ANY CARRIER WHOSE AIRCRAFT IS USED FOR CARRIAGE AND ITS AGENTS, SERVANTS OR REPRESENTATIVES.
- (C) NO CARRIER SHALL BE LIABLE FOR THE DELAY OF A PASSENGER, OR THE LOSS, DAMAGE OR DELAY OF UNCHECKED BAGGAGE, NOT OCCURRING ON ITS OWN LINE; AND NO CARRIER SHALL BE LIABLE FOR THE LOSS, DAMAGE OR DELAY OF CHECKED BAGGAGE NOT OCCURRING ON ITS OWN LINE, EXCEPT THAT THE PASSENGER SHALL HAVE A RIGHT OF ACTION FOR SUCH LOSS, DAMAGE OR DELAY ON THE TERMS HEREIN PROVIDED AGAINST THE FIRST CARRIER OR THE LAST CARRIER UNDER THE AGREEMENT TO CARRY.
- (D) THE OWNER OF A PET SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL GOVERNMENTAL REGULATIONS AND RESTRICTIONS, INCLUDING PROVIDING VALID HEALTH AND RABIES VACCINATION CERTIFICATES WHEN REQUIRED. CARRIER WILL NOT BE LIABLE FOR LOSS OR EXPENSES DUE TO THE PASSENGER'S FAILURE TO COMPLY WITH PROVISION, NOR WILL IT BE RESPONSIBLE IF ANY PET IS REFUSED PASSAGE INTO OR THROUGH ANY COUNTRY, STATE OR TERRITORY.
- (2) OVERRIDING LAW, MODIFICATION AND WAIVER
- (A) OVERRIDING LAW
INSOFAR AS ANY PROVISION CONTAINED OR REFERRED TO IN THE TICKET OR IN THIS TARIFF MAY BE CONTRARY TO MANDATORY LAW, GOVERNMENT REGULATIONS, ORDERS OR REQUIREMENTS, SUCH PROVISION SHALL REMAIN APPLICABLE TO THE EXTENT THAT IT IS NOT OVER-RIDDEN THEREBY THE INVALIDITY OF ANY PROVISION SHALL NOT AFFECT ANY OTHER PART.
- (B) MODIFICATION AND WAIVER
NO AGENT, SERVANT OR REPRESENTATIVE OF CARRIER HAS AUTHORITY TO ALTER, MODIFY OR WAIVE ANY PROVISIONS OF THE CONTRACT OF CARRIAGE OR OF THIS TARIFF.
- (D) LIMITATION OF LIABILITY RULES UNDER THE MONTREAL CONVENTION EXCEPT AS THE CONVENTION OR OTHER APPLICABLE LAW MAY OTHERWISE REQUIRE:
- (1) GENERAL PROVISIONS
THE CARRIER'S LIABILITY SHALL BE DETERMINED BY THE GENERAL CONDITIONS OF CARRIAGE OF THE CARRIER THAT ISSUED THE TICKET, EXCEPT AS OTHERWISE PROVIDED FOR AND BROUGHT TO THE PASSENGER'S ATTENTION. IF THE CARRIER'S LIABILITY IS TRIGGERED, IT WILL BE

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

TRIGGERED UNDER THE FOLLOWING CONDITIONS:

- (A) CARRIAGE PERFORMED UNDER THESE GENERAL CONDITIONS OF CARRIAGE IS SUBJECT TO THE LIABILITY RULES LAID DOWN BY THE MONTREAL CONVENTION OF MAY 28, 1999 AND WHERE APPLICABLE, THE IATA AGREEMENTS.
- (B) THE CARRIER SHALL BE LIABLE FOR THE HARM CAUSED IN THE EVENT OF DEATH OR BODILY INJURY PROVIDED THAT THE ACCIDENT THAT CAUSED THE DEATH OR BODILY INJURY OCCURRED ON BOARD THE AIRCRAFT OR DURING ANY EMBARKATION OR DISEMBARKATION OPERATIONS, AS DEFINED BY ARTICLE 17 OF THE CONVENTION.
- (C) TO THE EXTENT THAT THE FOLLOWING PROVISIONS DO NOT CONFLICT WITH THE OTHER PROVISIONS IN THESE CONDITIONS, AND REGARDLESS OF WHETHER OR NOT THE CONVENTION IS APPLICABLE:
- (I) THE CARRIER'S LIABILITY IS LIMITED TO DAMAGE THAT OCCURRED DURING AIR CARRIAGE FOR WHICH ITS DESIGNATOR CODE APPEARS ON THE COUPON OR THE TICKET THAT CORRESPONDS TO THE FLIGHT. IF THE CARRIER ISSUED A TICKET FOR A CARRIAGE SERVICE PERFORMED BY ANOTHER CARRIER OR IF THE CARRIER CHECKS IN BAGGAGE ON BEHALF OF ANOTHER CARRIER, THE CARRIER SHALL ONLY ACT AS AN AGENT FOR SAID OTHER CARRIER. HOWEVER, REGARDING CHECKED BAGGAGE, PASSENGERS ARE ENTITLED TO TAKE ACTION AGAINST THE FIRST OR THE LAST CARRIER INVOLVED IN THEIR JOURNEY.
- (II) THE CARRIER'S LIABILITY CANNOT EXCEED THE AMOUNT OF THE PROVEN DIRECT DAMAGE AND THE CARRIER SHALL NOT BE LIABLE IN ANY WAY FOR ANY CONSEQUENTIAL DAMAGE OR ANY FORM OF NON-COMPENSATORY DAMAGE.
- (III) THE CARRIER MAY IN NO WAY BE HELD LIABLE FOR DAMAGE THE RESULTS FROM COMPLIANCE BY THE CARRIER WITH ANY PROVISIONS OF THE LAW OR REGULATIONS (LAWS, REGULATIONS, DECISIONS, REQUIREMENTS AND PROVISIONS) OR FAILURE TO COMPLY WITH SAID SAME PROVISIONS BY THE PASSENGER.
- (IV) THE CARRIER'S LIABILITY MAY NOT BE TRIGGERED FOR DAMAGE TO UNCHECKED BAGGAGE, UNLESS SUCH DAMAGE IS DIRECTLY CAUSED BY THE CARRIER'S FAULT, OR A FAULT OF ONE OF ITS SERVANTS OR AGENTS, WHICH MUST BE PROVED BY THE PASSENGER

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- CITING SUCH DAMAGE.
- (V) THE CARRIER IS NOT LIABLE FOR ANY ILLNESS, INJURY OR DISABILITY, INCLUDING THE DEATH OF A PASSENGER CAUSED BY THE PASSENGER'S PHYSICAL CONDITION, NOR FOR ANY AGGRAVATION OF SAID SAME CONDITION.
 - (VI) THE CONTRACT OF CARRIAGE, INCLUDING THESE GENERAL CONDITIONS OF CARRIAGE AND ALL THE LIABILITY EXCLUSIONS OR LIMITATIONS CONTAINED THEREIN, SHALL APPLY TO AND BENEFIT THE CARRIER'S AUTHORISED AGENTS, ITS SERVANTS, ITS AGENTS, ITS REPRESENTATIVES AND THE OWNER OF THE AIRCRAFT USED BY THE CARRIER, AS WELL AS THE STAFF, EMPLOYEES AND REPRESENTATIVES OF SAID OWNER. THE OVERALL AMOUNT RECOVERABLE FROM THE AFOREMENTIONED PERSONS MAY NOT EXCEED THE AMOUNT OF THE CARRIER'S LIABILITY.
 - (VII) IF THE NEGLIGENCE OR OTHER WRONGFUL ACTIONS OR OMISSION OF THE PERSON WHO IS REQUESTING COMPENSATION OR THE PERSON WHOSE RIGHTS THEY HOLD CAUSED THE DAMAGE OR CONTRIBUTED THERETO, THE CARRIER SHALL BE WHOLLY OR PARTIALLY EXEMPT FROM ITS LIABILITY WITH RESPECT TO SAID PERSON, INCLUDING IN THE EVENT OF DEATH OR BODILY INJURY, IN ACCORDANCE WITH THE LAW IN FORCE.
 - (VIII) EXCEPT AS EXPRESSLY OTHERWISE PROVIDED FOR, NONE OF THESE PROVISIONS INVOLVE THE WAIVER OF THE EXCLUSION OR LIMITATION OF THE LIABILITY OF THE CARRIER, THE OWNER WHOSE AIRCRAFT IS USED BY THE CARRIER, THEIR STAFF, SERVANTS, AGENTS OR REPRESENTATIVES IN ACCORDANCE WITH THE CONVENTION AND APPLICABLE LAW.
- (2) BODILY INJURY
- (A) IN ACCORDANCE WITH ARTICLE 17 AND 1 OF THE MONTREAL CONVENTION, THE CARRIER IS LIABLE FOR THE DAMAGE SUSTAINED IN THE EVENT OF THE DEATH OR BODILY INJURY SUFFERED BY A PASSENGER, IF THE ACCIDENT THAT CAUSED THE DAMAGE OCCURRED ON BOARD THE AIRCRAFT OR IN THE COURSE OF ANY EMBARKING OR DISEMBARKING OPERATIONS, AS DEFINED BY THE MONTREAL CONVENTION, AND SUBJECT TO ANY LIABILITY EXEMPTIONS.
 - (B) THE CARRIER SHALL NOT BE LIABLE FOR THE DAMAGE IF IT PROVIDES PROOF THAT:

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- (I) THE DEATH OR BODILY INJURIES SUFFERED WERE A RESULT OF THE PHYSICAL OR MENTAL HEALTH OF THE PASSENGER PRIOR TO THE PASSENGER EMBARKING ON BOARD THE FLIGHT.
- (II) THE DAMAGE, AS DEFINED BY PARAGRAPH 2 (A) WAS CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, WRONGFUL ACT OR OMISSION OF THE PERSON CLAIMING COMPENSATION OR THE PERSON WHOSE RIGHTS THEY HOLD, IN ACCORDANCE WITH ARTICLES 20 OF THE MONTREAL CONVENTION.
- (III) THE DAMAGE IS NOT DUE TO THE NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION OF THE CARRIER, ITS SERVANTS OR AGENTS, INSOFAR AS THE AMOUNT OF DAMAGE EXCEEDS THE EQUIVALENT IN LOCAL CURRENCY OF 113,100 SDR PER PASSENGER, IN ACCORDANCE WITH ARTICLE 21 AND 2 (A) OF THE MONTREAL CONVENTION.
- (IV) THE DAMAGE RESULTS SOLELY FROM THE NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION OF A THIRD PARTY, INSOFAR AS THE AMOUNT OF DAMAGE EXCEEDS THE EQUIVALENT IN LOCAL CURRENCY OF 113,100 SDR PER PASSENGER, IN ACCORDANCE WITH ARTICLE 21 AND 2 (B).
- (C) AMOUNT OF COMPENSABLE DAMAGE
 - (I) THE AMOUNT OF THE CARRIER'S LIABILITY IN THE EVENT OF THE DEATH OR BODILY INJURY OF A PASSENGER, AS DEFINED BY PARAGRAPH (A) ABOVE, IS NOT SUBJECT TO ANY LIMITATION. THE AMOUNT OF THE COMPENSABLE DAMAGE SHALL COVER THE REDRESS OF THE DAMAGE, AS FIXED BY AMICABLE AGREEMENT, BY EXPERT APPRAISAL OR BY THE COMPETENT COURTS.
 - (II) WITHIN THE SCOPE OF THESE PROVISIONS, THE CARRIER SHALL ONLY COMPENSATE PASSENGERS IN EXCESS OF THE AMOUNTS RECEIVED THEREBY UNDER THE SOCIAL SECURITY SYSTEM OR PRIVATE INSURANCE TO WHICH THEY ARE AFFILIATED AND SOLELY FOR COMPENSATORY DAMAGE.
- (D) THE CARRIER RESERVES ALL RIGHTS TO REMEDIES AND SUBROGATION AGAINST ALL THIRD PARTIES.
- (E) IN THE EVENT OF DEATH OR BODILY INJURY RESULTING FROM AN AIR ACCIDENT, AS DEFINED BY ARTICLE 17 OF THE CONVENTION AND PARAGRAPH (A), THE PERSON IDENTIFIES AS BENEFICIARY MAY BENEFIT FROM AN ADVANCE TO ENABLE THEM TO MEET THEIR IMMEDIATE NEEDS, IN PROPORTION TO

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

THE MATERIAL DAMAGE SUFFERED. SAID ADVANCE SHALL NOT BE LESS THAN THE EQUIVALENT IN LOCAL CURRENCY OF 16,000 SDR PER PASSENGER IN THE EVENT OF DEATH. SUBJECT TO THE LAW IN FORCE, SAID ADVANCE SHALL BE PAID WITHIN 15 DAYS OF THE IDENTIFICATION OF THE BENEFICIARY AND SHALL BE DEDUCTIBLE FROM THE DEFINITIVE AMOUNT OF COMPENSATION OWED TO THE DECEASED PASSENGER. THE PAYMENT OF SAID ADVANCES OR EARLY PAYMENTS DOES NOT CONSTITUTE RECOGNITION OF LIABILITY AND SAID AMOUNTS MAY BE DEDUCTED FROM THE AMOUNTS PAID SUBSEQUENTLY BY THE COMMUNITY CARRIER AS COMPENSATION, DEPENDING ON THE LIABILITY THEREOF. SAID ADVANCE IS NOT REFUNDABLE EXCEPT WHERE PROOF IS PROVIDED THAT THE NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF THE PERSON REQUESTING COMPENSATION OR OF THE PERSON WHOSE RIGHTS THEY HOLD CAUSED THE DAMAGE OR CONTRIBUTED THERETO, OR WHERE THE PERSON TO WHOM THE ADVANCE WAS PAID WAS NOT ENTITLED TO COMPENSATION.

(3) DELAYS

(A) CHARACTERISTICS OF THE COMPENSABLE DAMAGE

(I) SOLELY PROVEN DIRECT DAMAGE THAT DIRECTLY RESULTS FROM A DELAY IS COMPENSABLE TO THE EXCLUSION OF ALL CONSEQUENTIAL DAMAGE OR ANY OTHER FORM OF DAMAGE OTHER THAN COMPENSATORY DAMAGE.

(II) THE PASSENGER MUST PROVE THE EXISTENCE OF THE DAMAGE THAT DIRECTLY RESULTS FROM THE DELAY.

(B) EXTENT OF THE CARRIER'S LIABILITY

(I) THE CARRIER SHALL NOT BE LIABLE FOR DAMAGE THAT RESULTS FROM THE DELAY IF IT PROVES THAT THE CARRIER, ITS SERVANTS OR AGENTS TOOK ALL MEASURES THAT SHOULD REASONABLY BE TAKEN TO AVOID THE DAMAGE OR THAT IT WAS IMPOSSIBLE FOR THE CARRIER TO TAKE SUCH MEASURES.

(II) THE CARRIER IS NOT LIABLE FOR THE DAMAGE THAT RESULTS FROM THE DELAY, IF THE DELAY IS ATTRIBUTABLE TO THE PASSENGER OR THE PASSENGER CONTRIBUTED THERETO, I.E. IF THE DAMAGE RESULTS IN WHOLE OR IN PART FROM THE NEGLIGENCE, OR WRONGFUL ACT OR OMISSION OF THE PERSON WHO IS REQUESTING COMPENSATION OR OF THE PERSON WHOSE RIGHTS THEY HOLD.

(C) EXTENT OF THE COMPENSATION

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- (I) IN THE EVENT OF DAMAGE SUFFERED BY PASSENGERS THAT RESULTS FROM A DELAY, AS DEFINED BY THE MONTREAL CONVENTION, AND WITH THE EXCEPTION OF ACTS OR OMISSIONS COMMITTED WITH THE INTENTION OF CAUSING DAMAGE OR IMPRUDENTLY WITH THE AWARENESS THAT DAMAGE COULD BE CAUSED, THE CARRIER'S LIABILITY IS LIMITED TO THE EQUIVALENT IN LOCAL CURRENCY OF 4,694 SDR PER PASSENGER. THE AMOUNT OF THE COMPENSATION SHALL BE DETERMINED IN LIGHT OF THE DAMAGE PROVED BY THE PASSENGER.
- (II) IN THE EVENT OF DAMAGE RESULTING FROM A DELAY IN THE DELIVERY OF CHECKED BAGGAGE, AND WITH THE EXCEPTION OF ACTS OR OMISSIONS COMMITTED WITH THE INTENTION OF CAUSING DAMAGE OR IMPRUDENTLY WITH THE AWARENESS THAT DAMAGE COULD BE CAUSED, THE LIABILITY IS LIMITED TO THE EQUIVALENT IN LOCAL CURRENCY OF 1,131 SDR PER PASSENGER. LUMP-SUM COMPENSATION (INTENDED TO COVER COSTS OF IMMEDIATE REQUIREMENTS) MAY BE GRANTED TO PASSENGERS.
- (4) BAGGAGE
- (A) IN ACCORDANCE WITH ARTICLE 17 OF THE MONTREAL CONVENTION, THE CARRIER IS LIABLE FOR DAMAGE SUFFERED DUE TO THE DESTRUCTION, LOSS OR DAMAGE OF CHECKED BAGGAGE, IF THE ACCIDENT THAT CAUSED THE DAMAGE OCCURRED ON BOARD THE AIRCRAFT OR DURING ANY PERIOD DURING WHICH THE CARRIER HAD CUSTODY OF THE CHECKED BAGGAGE.
- (B) EXCLUSIONS OF THE CARRIER'S LIABILITY
- (I) THE CARRIER SHALL NOT BE LIABLE FOR DAMAGE SUFFERED BY A PASSENGER'S BAGGAGE WHERE SAID DAMAGE RESULTS FROM THE NATURE OF OR A DEFECT INHERENT IN SAID BAGGAGE. IF THE PROPERTY CONTAINED IN THE PASSENGER'S BAGGAGE IS A CAUSE OF DAMAGE TO ANOTHER PERSON OR THE CARRIER, THE PASSENGER MUST COMPENSATE THE CARRIER FOR ALL LOSSES SUFFERED AND COSTS INCURRED AS A RESULT.
- (II) THE CARRIER SHALL NOT ASSUME ANY SPECIFIC LIABILITY, OTHER THAN THAT PROVIDED FOR IN PARAGRAPH (E) BELOW, FOR ANY DAMAGE AND/OR LOSS CAUSED TO FRAGILE, PERISHABLE OR VALUABLE ITEMS OR ITEMS THAT ARE NOT ADEQUATELY PACKED

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- UNLESS THE PASSENGER MADE A SPECIAL DECLARATION OF INTEREST AND IF THE PASSENGER PAID THE CORRESPONDING SURCHARGE.
- (III) THE CARRIER SHALL NOT BE LIABLE FOR DAMAGE CAUSED IN WHOLE OR IN PART TO BAGGAGE, DUE TO THE NEGLIGENCE, OR A WRONGFUL ACT OR OMISSION OF THE PERSON WHO IS CLAIMING COMPENSATION OF FROM THE PERSON WHOSE RIGHTS THEY HOLD.
- (C) AMOUNT OF THE COMPENSABLE DAMAGE
- (I) FOR CHECKED BAGGAGE AND WITH THE EXCEPTION OF ACTS OR OMISSIONS COMMITTED WITH THE INTENTION OF CAUSING DAMAGE OR IMPRUDENTLY-WITH THE AWARENESS THAT DAMAGE COULD RESULT THEREFROM, THE CARRIER'S LIABILITY IN THE EVENT OF DAMAGE SHALL BE LIMITED TO THE EQUIVALENT IN LOCAL CURRENCY OF 1,131 SDR PER PASSENGER. IF A HIGHER VALUE WAS DECLARED, THE CARRIER'S LIABILITY SHALL BE LIMITED TO THE VALUE DECLARED UNLESS THE CARRIER CAN PROVIDE PROOF THAT SAID VALUE IS HIGHER THAN THE PASSENGER'S GENUINE INTEREST AT THE TIME OF DELIVERY.
- (II) FOR UNCHECKED BAGGAGE ALLOWED ON BOARD, THE CARRIER MAY ONLY BE HELD LIABLE IN THE EVENT OF A PROVEN FAULT BY THE CARRIER, ITS SERVANTS OR AGENTS. SAID LIABILITY SHALL IN THIS CASE BE LIMITED TO THE EQUIVALENT IN LOCAL CURRENCY OF 1,131 SDR PER PASSENGER.
- (5) THE LIMIT ON CLAIMS AND LIABILITY ACTION
- (A) NOTIFICATION OF CLAIMS FOR BAGGAGE
- (I) THE RECEIPT OF CHECKED BAGGAGE WITHOUT COMPLAINT BY THE ADDRESSEE AT ARRIVAL SHALL CONSTITUTE THE PRESUMPTION, UNLESS THE PASSENGER PROVIDES PROOF TO THE CONTRARY, THAT THE BAGGAGE WAS DELIVERED IN GOOD CONDITION AND IN ACCORDANCE WITH THE CONTRACT OF CARRIAGE. ALL MISSING BAGGAGE SHOULD BE DECLARED TO THE CARRIER AS SOON AS THE FLIGHT ARRIVES AT DESTINATION.
- (II) IN THE EVENT OF THE DAMAGE, DELAY, LOSS OR DESTRUCTION OF BAGGAGE, THE PASSENGER CONCERNED MUST IN ADDITION TO A COMPLAINT AT ARRIVAL, FILE A WRITTEN COMPLAINT WITH THE CARRIER AS SOON AS POSSIBLE AND AT THE LATEST WITHIN THE

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

RESPECTIVE TIME LIMITS OF SEVEN (7) DAYS (IN THE EVENT OF DAMAGE OR DESTRUCTION) AND TWENTY-ONE (21) DAYS (IN THE EVENT OF DELAY) AS FROM THE DATE ON WHICH THE BAGGAGE WAS MADE AVAILABLE TO THE PASSENGER IN THE CASE OF LOSS, THE DATE THE BAGGAGE SHOULD HAVE BEEN RETURNED TO THE PASSENGER. IF A COMPLAINT IS NOT FILED WITHIN THE TIME LIMITS STIPULATED, ALL ACTIONS AGAINST THE CARRIER SHALL BE INADMISSIBLE, EXCEPT IN THE EVENT OF FRAUD BY THE CARRIER. IF THE COMPLAINT WAS LODGED WITHIN THE STIPULATED TIME LIMITS OF SEVEN (7) OR TWENTY-ONE (21) DAYS AND NO CONCILIATION HAS BEEN REACHED BETWEEN THE CARRIER AND THE PASSENGER, THE PASSENGER MAY FILE AN ACTION FOR DAMAGES WITHIN TWO YEARS OF THE ARRIVAL DATE OF THE AIRCRAFT, OR FOLLOWING THE DATE ON WHICH THE AIRCRAFT WAS SCHEDULED TO LAND.

- (B) LIABILITY ACTIONS FOR PASSENGERS
ALL LIABILITY ACTIONS MUST BE FILED, UNDER PENALTY OR FOREFEITURE, WITHIN TWO YEARS AS FROM ARRIVAL AT DESTINATION, OR FROM THE DATE ON WHICH THE AIRCRAFT WAS SCHEDULED TO ARRIVE OR FROM THE END OF THE CARRIAGE. THE METHOD FROM CALCULATING THE TIME LIMIT SHALL BE DETERMINED BY THE LAW OF THE COURT BEFORE WHICH PROCEEDINGS ARE BROUGHT.
- (C) ALL THE CLAIMS OR ACTIONS MENTIONED IN PARAGRAPHS (A) AND (B) ABOVE MUST BE MADE IN WRITING, WITHIN THE TIME LIMITS SPECIFIED.
- (E) LIMITATION OF LIABILITY RULES UNDER THE WARSAW CONVENTION EXCEPT AS THE CONVENTION OR OTHER APPLICABLE LAW MAY OTHERWISE REQUIRE:
- (1) CARRIER IS NOT LIABLE FOR ANY LOSS OR CLAIM OF WHATSOEVER NATURE HEREINAFTER IN THIS TARIFF COLLECTIVELY REFERRED TO AS 'DAMAGE' ARISING OUT OF OR IN CONNECTION WITH CARRIAGE OR OTHER SERVICES PERFORMED BY CARRIER INCIDENTAL THERETO, UNLESS SUCH DAMAGE IS PROVED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR WILLFUL FAULT OF CARRIER AND THERE HAS BEEN NO CONTRIBUTORY NEGLIGENCE OF THE PASSENGER.
- (2) UNDER NO CIRCUMSTANCES WILL CARRIER BE LIABLE FOR DAMAGE TO UNCHECKED BAGGAGE NOT ATTRIBUTED TO NEGLIGENCE OF CARRIER. ASSISTANCE RENDERED TO THE PASSENGER BY CARRIER'S EMPLOYEES IN LOADING, UNLOADING OR TRANSSHIPPING UNCHECKED BAGGAGE SHALL BE CONSIDERED AS GRATUITOUS SERVICE TO THE

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- PASSENGER.
- (3) CARRIER IS NOT LIABLE FOR ANY DAMAGE DIRECTLY AND SOLELY ARISING OUT OF ITS COMPLIANCE WITH ANY LAWS OR WITH GOVERNMENTAL REGULATIONS, ORDERS OR REQUIREMENTS, OR FROM FAILURE OF THE PASSENGER TO COMPLY WITH SAME, OR OUT OF ANY CAUSE BEYOND THE CARRIER'S CONTROL.
- (4) (A) (NOT APPLICABLE TO/FROM THE U.S.A.) THE CARRIER SHALL AVAIL ITSELF OF THE LIMITATION OF LIABILITY PROVIDED IN THE CONVENTION FOR THE UNIFICATION OF CERTAIN RULES RELATING TO INTERNATIONAL CARRIAGE BY AIR SIGNED AT WARSAW, OCTOBER 12, 1929 OR PROVIDED IN THE SAID CONVENTION AS AMENDED BY THE PROTOCOL SIGNED AT THE HAGUE ON SEPTEMBER 28, 1955. HOWEVER, IN ACCORDANCE WITH ARTICLE 22 (I) OF SAID CONVENTION, OR SAID CONVENTION AMENDED BY SAID PROTOCOL, THE CARRIER AGREES THAT, AS TO ALL INTERNATIONAL TRANSPORTATION BY THE CARRIER AS DEFINED IN THE SAID CONVENTION OR SAID CONVENTION AS AMENDED BY SAID PROTOCOL, WHICH, ACCORDING TO THE CONTRACT OF CARRIAGE, INCLUDES AS POINT IN THE UNITED STATES OF AMERICA AS A POINT OF ORIGIN, POINT OF DESTINATION, OR AGREED STOPPING PLACE.
- (I) THE LIMIT OF LIABILITY FOR EACH PASSENGER FOR DEATH, WOUNDING, OR OTHER BODILY INJURY SHALL BE THE SUM OF USD 75,000, INCLUSIVE OF LEGAL FEES AND COST, EXCEPT THAT, IN CASE OF A CLAIM BROUGHT IN A STATE WHERE PROVISION IS MADE FOR SEPARATE AWARD OF LEGAL FEES AND COSTS, THE LIMIT SHALL BE THE SUM OF USD 58,000 EXCLUSIVE OF LEGAL FEES AND COSTS.
- EXCEPTION: AS TO ALL INTERNATIONAL TRANSPORTATION BY THE CARRIER TO WHICH THE WARSAW CONVENTION AS AMENDED BY THE HAGUE PROTOCOL IS APPLICABLE, EXCEPT AS PROVIDED IN (E) (4) (A) ABOVE, THE LIMIT OF LIABILITY FOR EACH PASSENGER FOR DEATH, WOUNDING OR OTHER BODILY INJURY SHALL BE EQUIVALENT OF 100,000 SPECIAL DRAWING RIGHTS EXCLUSIVE OF COSTS OR AT THE OPTION OF THE CLAIMANT THE UNITED STATES DOLLAR EQUIVALENT OF 100,000 SPECIAL DRAWING RIGHTS EXCLUSIVE OF COSTS.
- (II) THE CARRIER SHALL NOT, WITH RESPECT TO ANY CLAIM ARISING OUT OF THE DEATH, WOUNDING OR OTHE BODILY INJURY OF A

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

PASSENGER, AVAIL ITSELF OF ANY DEFENSE UNDER ARTICLE 20(1) OF SAID CONVENTION OR SAID CONVENTION AS AMENDED BY SAIL PROTOCOL. NOTHING HEREIN SHALL BE DEEMED TO AFFECT THE RIGHTS AND LIABILITIES OF THE CARRIER WITH REGARD TO ANY CLAIM BROUGHT BY, OR ON BEHALF OF OR IN RESPECT OF ANY PERSON WHO HAS WILLFULLY CAUSED DAMAGE WHICH RESULTED IN DEATH, WOUNDING OR OTHER BODILY INJURY OF A PASSENGER.

- (B) CARRIER SHALL AVAIL ITSELF OF THE LIMITATION OF LIABILITY TO PASSENGERS AS PROVIDED IN THE CONVENTION (SEE RULE 65 (TICKETS) HEREIN); AND, IN THE INTERNATIONAL TRANSPORTATION OF PASSENGERS, EXCEPT AS PROVIDED IN 4(A) ABOVE THE LIABILITY OF THE CARRIER FOR PERSONAL INJURY OR DEATH OF EACH PASSENGER SHALL BE LIMITED TO THE SUM OF 125,000 FRENCH GOLD FRANCS (USD 10,000.00) (CAD 10,000.00) OR 250,000 FRENCH GOLD FRANCS (USD 20,000.00) (CAD 20,000.00) IF THE HAGUE PROTOCOL AMENDMENT OF THE CONVENTION IS APPLICABLE. EXCEPTION: AS TO ALL INTERNATIONAL TRANSPORTATION BY THE CARRIER TO WHICH THE WARSAW CONVENTION AS AMENDED BY THE HAGUE PROTOCOL IS APPLICABLE, EXCEPT AS PROVIDED IN (E) (4) (A) ABOVE, THE LIMIT OF LIABILITY FOR EACH PASSENGER FOR DEATH, WOUNDING OR OTHER BODILY INJURY SHALL BE EQUIVALENT OF 100,000 SPECIAL DRAWING RIGHTS EXCLUSIVE OF COSTS OR AT THE OPTION OF THE CLAIMANT THE UNITED STATES DOLLAR EQUIVALENT OF 100,000 SPECIAL DRAWING RIGHTS EXCLUSIVE OF COSTS.
- (5) (APPLICABLE TO/FROM THE U.S.A.)
- (A) IN ACCORDANCE WITH ARTICLE 22 (1) OF CONVENTION FOR THE UNIFICATION OF CERTAIN RULES RELATING TO INTERNATIONAL TRANSPORTATION BY AIR SIGNED AT WARSAW, OCTOBER 12, 1929 OR SAID CONVENTION AS AMENDED BY THE PROTOCOL SIGNED AT THE HAGUE ON SEPTEMBER 25, 1955 ("THE PROTOCOL"), B6 AGREES THAT, AS TO ALL INTERNATIONAL TRANSPORTATION BY B6 DEFINED IN THE SAID CONVENTION OR SAID CONVENTION AS AMENDED BY SAID PROTOCOL, WHICH, ACCORDING TO THE CONTRACT OF CARRIAGE, INCLUDES AS POINT IN THE UNITED STATES OF AMERICA AS A POINT OF ORIGIN, POINT OF DESTINATION, OR AGREED STOPPING PLACE, B6 SHALL NOT INVOKE THE LIMITATION OF LIABILITY IN ARTICLE 22(1) OF

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

THE CONVENTION AS TO ANY CLAIM FOR RECOVERABLE COMPENSATORY DAMAGES ARISING UNDER ARTICLE 17 OF THE CONVENTION.

- (B) B6 SHALL NOT AVAIL ITSELF ON ANY DEFENSE UNDER ARTICLE 20(1) OF THE CONVENTION WITH RESPECT TO THAT PORTION OF SUCH CLAIM WHICH DOES NOT EXCEED 100,000 SDRS.
- (C) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPHS (A) AND (B) HEREOF, B6 RESERVES ALL DEFENSES AVAILABLE UNDER THE CONVENTION TO ANY SUCH CLAIM. WITH RESPECT TO THIRD PARTIES, B6 ALSO RESERVES ALL RIGHTS OF RECOURSE AGAINST ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, RIGHTS OF CONTRIBUTION AND INDEMNITY.
- (D) NEITHER THE WAIVER OF LIMITS NOR THE WAIVER OF DEFENSES SHALL BE APPLICABLE IN RESPECT OF CLAIMS MADE BY PUBLIC SOCIAL INSURANCE OR SIMILAR BODIES (EXCEPT WITH RESPECT TO ANY SUCH BODIED OF THE UNITED STATES) HOWEVER ASSERTED. SUCH CLAIMS SHALL BE SUBJECT TO THE LIMIT IN ARTICLE 22(1) AND TO THE DEFENSES UNDER ARTICLE 20(1) OF THE CONVENTION.

NOTE: IN THE UNITED STATES, PARAGRAPH (E) (5) OF RULE 55 SHALL EXPIRE UPON ANY FINAL ACTION OF THE DEPARTMENT OF TRANSPORTATION WHICH DOES NOT MAKE PROVISION FOR

TARIFFS IDENTICAL TO THIS PARAGRAPH.

- (6) IN ANY EVENT LIABILITY OF CARRIER FOR DELAY OF PASSENGER SHALL NOT EXCEED THE LIMITATION SET FORTH IN THE CONVENTION.
- (7) ANY LIABILITY OF CARRIER IS LIMITED TO EQUIVALENT IN LOCAL CURRENCY OF:
- (A) 17 SDR (SPECIAL DRAWING RIGHTS) PER KILOGRAM FOR CHECKED BAGGAGE;

NOTE: FOR THE PURPOSE OF DETERMINING LIABILITY UNDER THE CONVENTION, WITH RESPECT TO PASSENGER'S BAGGAGE ACCEPTABLE FOR CHECKING UNDER RULE 115 (BAGGAGE), THE WEIGHT OF EACH PIECE OF SUCH BAGGAGE SHALL BE DEEMED TO BE THE MAXIMUM ALLOWABLE

WEIGHT FOR EACH PIECE OF SUCH BAGGAGE UNDER THE RULE 115, UNLESS THE ACTUAL WEIGHT IS STATED ON THE BAGGAGE CHECK. ALL CLAIMS ARE SUBJECT TO PROOF OF AMOUNT OF LOSS.

- (B) 332 (SPECIAL DRAWING RIGHTS) IN THE CASE OF UNCHECKED BAGGAGE UNLESS A HIGHER VALUE IS

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- DECLARED IN ADVANCE AND ADDITIONAL CHARGES ARE PAID PURSUANT TO CARRIER'S TARIFF.
- (8) IN THE EVENT OF DELIVERY TO THE PASSENGER OF PART BUT NOT ALL OF HIS CHECKED BAGGAGE (OR IN THE EVENT OF DAMAGE TO PART BUT NOT ALL OF SUCH BAGGAGE) THE LIABILITY OF THE CARRIER WITH RESPECT TO THE NOT DELIVERED (OR DAMAGED) PORTION SHALL BE REDUCED PROPORTIONATELY ON THE BASIS OF WEIGHT, NOTWITHSTANDING THE VALUE OF ANY PART OF THE BAGGAGE OR CONTENTS THEREOF.
- (9) CARRIER IS NOT LIABLE FOR DAMAGE TO A PASSENGER'S BAGGAGE CAUSED BY PROPERTY CONTAINED IN THE PASSENGER'S BAGGAGE. ANY PASSENGER WHOSE PROPERTY CAUSED DAMAGE TO ANOTHER PASSENGER'S BAGGAGE OR TO THE PROPERTY OF CARRIER SHALL INDEMNIFY CARRIER FOR ALL LOSSES AND EXPENSES INCURRED BY CARRIER AS A RESULT THEREOF.
- (10) LIABILITY FOR FRAGILE, IRREPLACEABLE OR PERISHABLE ARTICLES
- (A) EXCEPT TO THE EXTENT PROVIDED IN THE CONVENTION, CARRIER IS NOT LIABLE FOR LOSS, DAMAGE TO OR DELAY IN THE DELIVERY OF FRAGILE OR PERISHABLE ARTICLES, MONEY, JEWELRY, SILVERWARE, NEGOTIABLE PAPERS, SECURITIES OR OTHER VALUABLE, BUSINESS DOCUMENTS OR SAMPLES, LIQUIDS, COMPUTERS, PRESCRIPTION DRUGS, PHOTOGRAPHIC EQUIPMENT, ELECTRONIC EQUIPMENT, VIDEO EQUIPMENT AND CELLULAR TELEPHONES, MUSICAL INSTRUMENTS, PASSPORT, OR IDENTITY CARDS, MANUSCRIPTS OR DESIGNER CLOTHES WHICH ARE INCLUDED IN THE PASSENGER'S CHECKED BAGGAGE, WHETHER WITH OR WITHOUT THE KNOWLEDGE OF CARRIER.
- (B) CARRIER WILL REFUSE TO ACCEPT ANY ARTICLES WHICH DO NOT CONSTITUTE BAGGAGE AS SUCH TERM IS DEFINED HEREIN, BUT IF DELIVERED TO AND RECEIVED BY CARRIER, SUCH ARTICLES SHALL BE DEEMED TO BE WITHIN THE BAGGAGE EVALUATION AND LIMIT OF LIABILITY AND SHALL BE SUBJECT TO THE PUBLISHED RATES AND CHARGES OF CARRIER.
- (11) THE OWNER OF A PET SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL GOVERNMENTAL REGULATIONS AND RESTRICTIONS, INCLUDING PROVIDING VALID HEALTH AND RABIES VACCINATION CERTIFICATES WHEN REQUIRED, CARRIER WILL NOT BE LIABLE FOR LOSS OR EXPENSE DUE TO THE PASSENGER'S FAILURE TO COMPLY WITH THIS PROVISION, NOR WILL IT BE RESPONSIBLE IF ANY PET IS REFUSED PASSAGE INTO OR THROUGH ANY COUNTRY, STATE OR TERRITORY.
- (12) LIABILITY - SERVICES OF OTHER AIRLINES

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- (A) A CARRIER ISSUING A TICKET OR CHECKING BAGGAGE FOR CARRIAGE OVER THE LINES OF OTHERS DOES SO ONLY AS AGENT.
- (B) NO CARRIER SHALL BE LIABLE FOR THE DELAY OF A PASSENGER, OR THE LOSS, DAMAGE OR DELAY OF UNCHECKED BAGGAGE, NOT OCCURRING ON ITS OWN LINE; AND NO CARRIER SHALL BE LIABLE FOR THE LOSS, DAMAGE OR DELAY OF CHECKED BAGGAGE NOT OCCURRING ON ITS OWN LINE, EXCEPT THAT THE PASSENGER SHALL HAVE A RIGHT OF ACTION FOR SUCH LOSS, DAMAGE OR DELAY ON THE TERMS HEREIN PROVIDED AGAINST THE FIRST CARRIER OR THE LAST CARRIER UNDER THE AGREEMENT TO CARRY.
- (C) NO CARRIER SHALL BE LIABLE FOR THE DEATH OR INJURY OF A PASSENGER NOT OCCURRING ON ITS OWN LINE.
- (13) CARRIER SHALL NOT BE LIABLE IN ANY EVENT FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGE ARISING FROM CARRIAGE SUBJECT TO THIS TARIFF, WHETHER OR NOT CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
- (14) WHENEVER THE LIABILITY OF CARRIER IS EXCLUDED OR LIMITED UNDER THESE CONDITIONS, SUCH EXCLUSION OR LIMITATION SHALL APPLY TO AGENTS, SERVANTS OR REPRESENTATIVES OF THE CARRIER AND ALSO ANY CARRIER WHOSE AIRCRAFT IS USED FOR CARRIAGE AND ITS AGENTS, SERVANTS OR REPRESENTATIVES.
- (15) TIME LIMITATION, CLAIMS
- (A) NO ACTION SHALL LIE IN THE CASE OF DAMAGE TO BAGGAGE UNLESS THE PERSON ENTITLED TO DELIVERY COMPLAINS TO AN OFFICE OR CARRIER FORTHWITH AFTER THE DISCOVERY OF THE DAMAGE, AND, AT THE LATEST, WITHIN SEVEN (7) DAYS FROM THE DATE OF RECEIPT; AND IN THE CASE OF DELAY OR LOSS, UNLESS THE COMPLAINT IS MADE AT THE LATEST WITHIN TWENTY-ONE (21) DAYS FOR ALL CARRIERS FROM THE DATE ON WHICH THE BAGGAGE HAS BEEN PLACED AT HIS DISPOSAL (IN THE CASE OF DELAY) OR SHOULD HAVE BEEN PLACED AT HIS DISPOSAL (IN THE CASE OF LOSS). EVERY COMPLAINT MUST BE IN WRITING AND DISPATCHED WITHIN THE TIMES AFORESAID. WHERE CARRIAGE IS NOT 'INTERNATIONAL CARRIAGE' AS DEFINED IN THE CONVENTION, FAILURE TO GIVE NOTICE SHALL NOT BE A BAR TO SUIT WHERE CLAIMANT PROVES THAT:
- (I) IT WAS NOT REASONABLY POSSIBLE FOR HIM TO GIVE SUCH NOTICE, OR
- (II) THAT NOTICE WAS NOT GIVEN DUE TO FRAUD ON THE PART OF CARRIER, OR

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- (III) THE MANAGEMENT OF CARRIER HAD KNOWLEDGE OF DAMAGE TO PASSENGER'S BAGGAGE.
- (B) ANY RIGHT TO DAMAGES AGAINST CARRIER SHALL BE EXTINGUISHED UNLESS AN ACTION IS BROUGHT WITHIN TWO (2) YEARS RECKONED FROM THE DATE OF ARRIVAL AT THE DESTINATION OR FROM THE DATE ON WHICH THE AIRCRAFT OUGHT TO HAVE ARRIVED, OR FROM THE DATE ON WHICH THE CARRIAGE STOPPED.
- (F) GRATUITOUS TRANSPORTATION
- (1) GRATUITOUS TRANSPORTATION BY CARRIER OF PERSONS AS HEREINAFTER DESCRIBED SHALL BE GOVERNED BY ALL THE PROVISIONS OF THIS RULE, EXCEPT SUBPARAGRAPHS (2) AND (3) WHICH FOLLOW, AND BY ALL OTHE APPLICABLE RULES OF THIS TARIFF.
- (A) TRANSPORTATION OF PERSONS INJURED IN AIRCRAFT ACCIDENTS ON THE LINES OF CARRIER AND PHYSICIANS AND NURSES ATTENDING SUCH PERSONS.
- (B) TRANSPORTATION OF PERSONS, THE OBJECT OF WHICH IS THAT OF PROVIDING RELIEF IN GENERAL EPIDEMICS, PESTILENCE OR OTHER CALAMITOUS VISITATION.
- (C) TRANSPORTATION OF PERSONS, WHICH IS REQUIRED BY AND AUTHORIZED PURSUANT TO PART 223 OF THE ECONOMIC REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.
- (D) TRANSPORTATION OF PERSONS WHICH IS SUBJECT TO THE CONVENTION.
- (E) TRANSPORTATION OF OFFICERS, EMPLOYEES AND SERVANTS OF CARRIER TRAVELING IN THE COURSE OF THEIR EMPLOYMENT AND IN THE FURTHERANCE OF CARRIER'S BUSINESS.
- (2) EXCEPT IN RESPECT OF GRATUITOUS TRANSPORTATION OF PERSONS DESCRIBED IN PARAGRAPH (F) (1) ABOVE, CARRIER IN FURNISHING GRATUITOUS TRANSPORTATION SHALL NOT BE LIABLE (THE PROVISIONS OF RULE 55 (LIABILITY OF CARRIERS) TO THE CONTRARY NOTWITHSTANDING) UNDER ANY CIRCUMSTANCES WHETHER OF ITS OWN NEGLIGENCE OR THAT OF ITS OFFICERS, AGENTS, REPRESENTATIVES, OR EMPLOYEES, OR OTHERWISE, AND THE PERSON USING SUCH FREE TRANSPORTATION, ON BEHALF OF HIMSELF/HERSELF, HIS/HER HEIRS, LEGAL REPRESENTATIVES, DEFENDANTS AND OTHE PARTIES IN INTEREST, AND THEIR REPRESENTATIVE, ASSIGNEES, RELEASES AND AGREES TO INDEMNIFY CARRIER, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL LIABILITY (INCLUDING COST AND EXPENSES), FOR ANY AND ALL DELAY, AND FOR FAILURE TO COMPLETE PASSAGE, AND FROM ANY AND ALL LOSS OR DAMAGE TO THE PROPERTY OF SUCH PERSON.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- (3) EXCEPT IN RESPECT OF GRATUITOUS TRANSPORTATION OF PERSONS DESCRIBED IN PARAGRAPH (F) (1) ABOVE, CARRIER, IN FURNISHING GRATUITOUS TRANSPORTATION SHALL NOT BE LIABLE (THE PROVISIONS OF RULE 55 (LIABILITY OF CARRIERS) TO THE CONTRARY NOTWITHSTANDING) UNDER ANY CIRCUMSTANCES WHETHER OF ITS OWN NEGLIGENCE OR THAT OF ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES, OR OTHERWISE, AND THE PERSON USING SUCH FREE TRANSPORTATION, ON BEHALF OF HIMSELF/HERSELF, HIS/HER HEIRS, LEGAL REPRESENTATIVES, DEFENDANTS AND OTHER PARTIES IN INTEREST, AND THEIR REPRESENTATIVES, ASSIGNEES, RELEASES AND AGREES TO INDEMNIFY CARRIER, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL LIABILITY (INCLUDING COST AND EXPENSES) FOR ANY AND ALL DEATH OR INJURY, TO SUCH PERSON.

0060 RESERVATIONS

(A) GENERAL

- (1) A TICKET WILL BE VALID ONLY FOR THE FLIGHT(S) FOR WHICH RESERVATION(S) SHALL HAVE BEEN MADE, AND ONLY BETWEEN THE POINTS NAMED ON THE TICKET OR APPLICABLE FLIGHT COUPONS. A PASSENGER HOLDING AN UNUSED OPEN-DATE TICKET OR PORTION THEREOF OR MISCELLANEOUS CHARGES ORDER FOR ONWARD TRAVEL, OR WHO WISHES TO CHANGE HIS TICKETED RESERVATION TO ANOTHER DATE, SHALL NOT BE ENTITLED TO ANY PREFERENTIAL RIGHT WITH RESPECT TO THE OBTAINING OF A RESERVATION.
- (2) PERSONAL DATA
PASSENGERS SHALL PROVIDE THE CARRIER, OR ITS AUTHORIZED AGENT, WITH THEIR PERSONAL DATA FOR THE PURPOSE OF MAKING A RESERVATION, OBTAINING ANCILLARY AND COMPLEMENTARY SERVICES, FACILITATING IMMIGRATION FORMALITIES AND ENTERING THE TERRITORY OF A STATE. TO THIS END, PASSENGERS SHALL AUTHORIZE THE CARRIER TO RETAIN THE DATA COLLECTED AND TO THE TRANSFER SAID DATA TO ITS OWN AGENCIES, ITS AUTHORIZED AGENTS, TO THE CARRIERS, AS DEFINED BY RULE 1 ABOVE, TO THE ANCILLARY SERVICE PROVIDERS MENTIONED ABOVE AND/OR THE GOVERNMENT AGENCIES, REGARDLESS OF THE COUNTRY AND SUBJECT TO THE APPLICABLE LAW. PASSENGERS CONCERNED SHALL BE ENTITLED TO ACCESS AND AMEND THE PERSONAL DATA THUS COLLECTED, STORED AND TRANSFERRED, TO THE EXTENT THAT SAID DATA IS FOUND TO BE INACCURATE OR INCOMPLETE. WHERE DATA AND INFORMATION IS MAINTAINED BY THE CARRIER OR ANY OF ITS THIRD

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PARTY CONTRACTORS OUTSIDE OF CANADA, THIS DATA MAY BE INSPECTED BY OR DISCLOSED TO FOREIGN GOVERNMENT AUTHORITIES IN THOSE COUNTRIES, PURSUANT TO THE APPLICABLE LAWS. PERSONAL DATA MAY INCLUDE THE PASSENGER'S NAME, GENDER, ADDRESS, E-MAIL ADDRESS, TELEPHONE NUMBER, AND INFORMATION RELATED TO THE PASSENGER'S FORM OF PAYMENT. THIS INFORMATION IS REQUIRED TO IDENTIFY THE PASSENGER, IN ORDER TO CONTACT THE PASSENGER, AND TO COMPLETE THE PURCHASING PROCESS. THERE MAY BE SITUATIONS IN WHICH A CARRIER IS REQUIRED BY GOVERNMENT AUTHORITIES TO COLLECT, USE OR DISCLOSE PERSONAL INFORMATION ABOUT A PASSENGER, WITHOUT THE PASSENGER'S KNOWLEDGE OR CONSENT. INFORMATION THAT CARRIERS ARE REQUIRED TO COLLECT BY GOVERNMENT AUTHORITIES, AS A RESULT OF THE PASSENGER'S BOARDING LOCATION AND DESTINATION, MAY INCLUDE: THE PASSENGER'S FULL NAME; DATE OF BIRTH; CITIZENSHIP; GENDER; PASSPORT NUMBER AND COUNTRY OF ISSUANCE; VISA NUMBER; PERMANENT RESIDENT CARD NUMBER; THE MEANS BY WHICH THE PASSENGER PAID FOR HIS OR HER FLIGHT; DETAILS AS TO HOW IT WAS BOOKED; AND ANY OTHER PERSONAL INFORMATION COLLECTED BY THE CARRIER AS SET OUT IN THIS POLICY OR AS REQUIRED BY SUCH GOVERNMENT AUTHORITY. IF A THIRD PARTY, INCLUDING A FAMILY MEMBER, FRIEND, OR WORK COLLEAGUE, SEEKS TO MAKE A BOOKING ON A PASSENGER'S BEHALF, THAT THIRD PARTY MAY BE ASKED TO PROVIDE THE CARRIER WITH THE SAME PERSONAL INFORMATION THAT THE CARRIER WOULD NORMALLY COLLECT FROM THE PASSENGER DIRECTLY IN ORDER TO COMPLETE THE TRANSACTION. UNLESS AND UNTIL THE CARRIER IS ADVISED OTHERWISE, THE CARRIER CONSIDERS THAT SUCH A THIRD PARTY HAS THE PASSENGER'S CONSENT AND AUTHORIZATION TO PROVIDE THE CARRIER WITH THE PASSENGER'S PERSONAL INFORMATION AND MAKE BOOKINGS (AND CHANGES THERETO) ON THE PASSENGER'S BEHALF IN ACCORDANCE WITH THE CARRIER'S PRIVACY POLICY SET OUT IN THIS TARIFF. PLEASE NOTE THAT THE COLLECTION, USE AND DISCLOSURE OF THE PASSENGER'S PERSONAL INFORMATION BY A THIRD PARTY IS SUBJECT TO THE PASSENGER'S DEALINGS WITH THE THIRD PARTY AND ANY APPLICABLE PRIVACY POLICIES AND PRACTICES THE THIRD PARTY MAY HAVE.

(B) CONDITIONS OF RESERVATIONS

RESERVATIONS SHALL BE TENTATIVE UNLESS AND UNTIL CARRIER HAS ISSUED A VALIDATED TICKET OR MISCELLANEOUS CHARGES ORDER FOR THE CARRIAGE FOR WHICH SPACE IS RESERVED, AND THE RESERVATION IS ENTERED INTO THE CARRIER'S RESERVATION SYSTEM. CARRIER WILL CANCEL A

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RESERVATION AT ANY TIME WITHOUT NOTICE ON THE FAILURE OF THE PASSENGER TO PURCHASE A TICKET FOR THE SPACE RESERVED.

- (1) SUBJECT TO PAYMENT OR SATISFACTORY CREDIT ARRANGEMENT, A VALIDATED TICKET WILL BE ISSUED BY THE CARRIER INDICATING SUCH CONFIRMED SPACE PROVIDED THE PASSENGER APPLIES TO CARRIER FOR SUCH TICKET BEFORE THE EXPIRATION OF THE TIME AGREED UPON BETWEEN THE CARRIER AND THE PASSENGER WHEN THE RESERVATION WAS CONFIRMED. HOWEVER, IF AIRPORT TICKETING WAS AGREED UPON, IT MUST BE MADE AT LEAST 90 MINUTES PRIOR TO THE SCHEDULED DEPARTURE TIME OF THE FLIGHT.
 - (2) SUCH RESERVATION OF SPACE IS SUBJECT TO CANCELLATION BY THE CARRIER WITHOUT NOTICE IF THE PASSENGER HAS NOT OBTAINED A VALIDATED TICKET SPECIFYING THEREON HIS/HER CONFIRMED RESERVED SPACE BY THE TIME LIMIT AGREED UPON BETWEEN THE CARRIER AND THE PASSENGER.
 - (3) THE CARRIER ENGAGES IN RESERVATIONS PRACTICES WHICH IT BELIEVES TO BE OF SUBSTANTIAL BENEFIT TO THE TRAVELING PUBLIC BUT WHICH MAY UPON OCCASION RESULT IN DENIED BOARDING TO SOME PASSENGERS HOLDING CONFIRMED RESERVATIONS. IN PARTICULAR THE CARRIER MAY DETERMINE ON THE BASIS OF PRIOR HISTORY OF CANCELLATIONS PRIOR TO DEPARTURE AND FAILURE OF PASSENGERS TO UTILIZE PREVIOUSLY CONFIRMED SPACE ON A PARTICULAR FLIGHT, TO CONFIRM MORE SEATS OF A GIVEN CLASS FOR SUCH FLIGHT THAN THE CAPACITY OF THE COMPARTMENT OF THE AIRCRAFT. OVERBOOKING MAY ALSO BE CAUSED BY ERROR, INADVERTENCE OR OPERATIONAL FACTORS LIMITING THE CAPACITY OF THE AIRCRAFT.
 - (4) IN THE EVENT THAT THE NUMBER OF PERSONS PRESENTING THEMSELVES WITH CONFIRMED RESERVATIONS FOR CARRIAGE ON A FLIGHT EXCEEDS THE NUMBER OF SEATS AVAILABLE, THOSE PASSENGERS WITH CONFIRMED RESERVATIONS WHO ARE NOT ACCOMMODATED WILL BE SUBJECT TO RULE 87 (DENIED BOARDING COMPENSATION), HEREIN.
 - (5) CERTAIN FARES MAY BE SUBJECT TO CONDITIONS THAT LIMIT OR EXCLUDE THE POSSIBILITY OF CHANGING OR CANCELLING RESERVATIONS.
- (C) COMMUNICATION CHARGES
THE PASSENGER WILL BE CHARGED FOR ANY COMMUNICATION EXPENSE PAID OR INCURRED BY CARRIER FOR TELEPHONE, TELEGRAPH RADIO OR CABLE ARISING FROM A SPECIAL REQUEST OF THE PASSENGER CONCERNING A RESERVATION.
- (D) ALLOCATION OF ACCOMMODATIONS
CARRIER DOES NOT GUARANTEE ALLOCATION OF ANY PARTICULAR SPACE IN THE AIRCRAFT.

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- (E) ARRIVAL OF PASSENGER AT AIRPORT
THE PASSENGER MUST PRESENT HIM/HERSELF AT THE B6 CHECK-IN COUNTER OF THE AIRPORT IN THE U.S.A./ CANADA FOR CHECK-IN ON THE FLIGHT FOR WHICH SUCH PASSENGER HOLDS A RESERVATION, IN ACCORDANCE WITH THE FOLLOWING MINIMUM CHECK-IN TIMES PRIOR TO DEPARTURE:
ALL CLASSES OF SERVICE
AT LEAST 60 MINUTES
EXCEPT AS PROVIDED BELOW AND AS PER THE TIMES SET OUT IN RULE 0130.
IF THE PASSENGER FAILS TO ARRIVE AT SUCH AIRPORT OF DEPARTURE BY THE ESTABLISHED TIME LIMIT OR APPEARS IMPROPERLY DOCUMENTED AND NOT READY TO TRAVEL, CARRIER(S) WILL CANCEL SPACE RESERVED FOR HIM/HER. DEPARTURE WILL NOT BE DELAYED FOR PASSENGERS WHO ARRIVE AT AIRPORTS OF DEPARTURE TOO LATE FOR SUCH FORMALITIES TO BE COMPLETED BEFORE SCHEDULED DEPARTURE TIME. CARRIER(S) IS NOT LIABLE TO THE PASSENGER FOR LOSS OR EXPENSE DUE TO PASSENGER'S FAILURE TO COMPLY WITH THIS PROVISION.
- (F) COMMUNICATIONS COSTS UPON CANCELLATION
EXCEPT AS OTHERWISE PROVIDED IN THIS TARIFF, WHENEVER A PASSENGER CANCELS RESERVATIONS MADE FOR HIM/HER AND SUCH CANCELLATION IS NOT SUBJECT TO A SERVICE CHARGE, CARRIER WILL REQUIRE PAYMENT OF UP TO \$360 CAD FROM THE PASSENGER TO COVER THE COMMUNICATIONS COSTS OF MAKING SUCH RESERVATIONS AND SUBSEQUENT CANCELLATION THEREOF.
- (G) CANCELLATION OF RESERVATIONS
- (1) IF A PASSENGER FAILS TO OCCUPY SPACE WHICH HAS BEEN RESERVED FOR HIM/HER, CARRIER WILL CANCEL ALL OTHER RESERVATIONS HELD BY SUCH PASSENGER FOR CONTINUING OR RETURN SPACE. CARRIER IS NOT LIABLE FOR SUCH CANCELLATION BUT CARRIER WILL REFUND IN ACCORDANCE WITH VOLUNTARY REFUNDS PROVISIONS PUBLISHED HEREIN.
 - (2) THE TRANSPORTATION SECURITY AGENCY'S (TSA) SECURE FLIGHT PROGRAM REQUIRES THAT B6 COLLECT THE FOLLOWING ADDITIONAL INFORMATION FROM PASSENGERS WHEN MAKING A RESERVATION TO FLY WITHIN, INTO OR OUT OF THE UNITED STATES:
 - (A) FULL NAME (REQUIRED), AS IT APPEARS ON GOVERNMENT-ISSUED I.D. APPROVED FOR USE WHEN TRAVELING.
 - (B) DATE OF BIRTH (REQUIRED)
 - (C) GENDER (REQUIRED)
 - (D) REDRESS NUMBER (OPTIONAL)
B6 MAY CANCEL PASSENGER RESERVATIONS IF THE RESERVATION DOES NOT INCLUDE THE REQUIRED SECURE FLIGHT PASSENGER DATA (FULL NAME, DATE OF BIRTH AND GENDER) AT LEAST 72 HOURS PRIOR TO YOUR SCHEDULED DEPARTURE. THIS

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CANCELLATION POLICY APPLIES TO ALL B6
TICKETS.

0065 TICKETS

(A) GENERAL

- (1) A TICKET WILL NOT BE ISSUED AND IN ANY CASE CARRIER WILL NOT BE OBLIGED TO CARRY UNTIL THE PASSENGER HAS PAID THE APPLICABLE FARE OR HAS COMPLIED WITH CREDIT ARRANGEMENTS ESTABLISHED BY CARRIER.
- (2) A TICKET WHICH HAS NOT BEEN VALIDATED OR WHICH HAS BEEN ALTERED, MUTILATED OR IMPROPERLY ISSUED, SHALL NOT BE VALID.
- (3) NO PERSON SHALL BE ENTITLED TO TRANSPORTATION EXCEPT UPON PRESENTATION OF A VALID TICKET. SUCH TICKET SHALL ENTITLE THE PASSENGER TO TRANSPORTATION ONLY BETWEEN POINTS OF ORIGIN AND DESTINATION AND VIA THE ROUTING DESIGNATED THEREON.
- (4)
 - (A) THE TICKET EVIDENCES, UNTIL PROOF OF THE CONTRARY, THE EXISTENCE OF THE CONCLUSION AND CONTENT OF A CONTRACT OF CARRIAGE BETWEEN THE CARRIER AND THE PASSENGER WHOSE NAME IS SHOWN ON THE TICKET.
 - (B) THE CARRIAGE SERVICE IS ONLY PROVIDED TO THE PASSENGER NAMED ON THE TICKET. THE CARRIER RESERVES THE RIGHT TO CHECK THE IDENTITY DOCUMENTS OF ITS PASSENGERS.
 - (C) A TICKET MAY NOT BE TRANSFERRED, SUBJECT TO THE APPLICABLE LAW IN FORCE, IF A PERSON OTHER THAN THE PERSON WHO IS TO TRAVEL PRESENTS A TICKET FOR CARRIAGE OR REFUND PURPOSES, THE CARRIER SHALL NOT ASSUME ANY LIABILITY IF, WHILE ACTING IN GOOD FAITH, IT CARRIERS OR REFUNDS THE PERSON WHO PRESENTS THE TICKET.
 - (D) CERTAIN TICKETS, WHICH ARE SOLD AT REDUCED FARES, ARE PARTIALLY OR TOTALLY NON-REFUNDABLE. IT IS UP TO THE PASSENGER TO CONSULT THE CONDITIONS APPLICABLE TO THE USE OF THEIR TICKET AND, WHERE APPLICABLE, TO TAKE OUT THE APPROPRIATE INSURANCE TO COVER THE CIRCUMSTANCES UNDER WHICH THEY WOULD HAVE TO CANCEL THEIR JOURNEY.
 - (E) IF A PASSENGER POSSESSES A TICKET, AS DESCRIBED IN (D) ABOVE, WHICH THEY HAVE NOT USED AND IF IT IS IMPOSSIBLE FOR THEM TO TRAVEL FOR REASONS OF FORCE MAJEURE, AS DEFINED IN RULE 1 (DEFINITIONS) THE CARRIER

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- SHALL CREDIT THE PASSENGER FOR THE AMOUNT OF THEIR NON-REFUNDABLE. TICKET, FOR A SUBSEQUENT JOURNEY AND SUBJECT TO REASONABLE ADMINISTRATIVE FEES, PROVIDED THAT THE PASSENGER INFORMS THE CARRIER AS SOON AS POSSIBLE PRIOR TO THE DATE OF THE FLIGHT AND PROVIDES PROOF OF SUCH INSTANCE OF FORCE MAJEURE.
- (F) AS THE TICKET IS SUBJECT TO MANDATORY FORMAL CONDITIONS, THE TICKET SHALL AT ALL TIMES REMAIN THE PROPERTY OF THE ISSUING CARRIER.
- (G) WITH THE EXCEPTION OF ELECTRONIC TICKETS, PASSENGERS MAY ONLY BE CARRIED IF THEY ARE ABLE TO PRESENT A VALID TICKET THAT CONTAINS THE COUPON THAT CORRESPONDS TO THE FLIGHT CONCERNED AND ALL OTHER UNUSED COUPONS, AS WELL AS THE PASSENGER COUPON. MOREOVER, A TICKET THAT IS DAMAGED OR HAS BEEN MODIFIED BY A PERSON OTHER THAN THE CARRIER OR ONE OF ITS AUTHORIZED AGENTS SHALL NOT BE VALID FOR CARRIAGE. FOR ELECTRONIC TICKETS, PASSENGERS MUST PROVIDE PROOF OF IDENTITY AND SHALL ONLY BE CARRIED ON A FLIGHT IF A VALID ELECTRONIC TICKET WAS ISSUED IN THEIR NAME.
- (H) IN THE EVENT OF THE LOSS OF OR DAMAGE TO ALL OR PART OF THE TICKET OR IF A TICKET IS NOT PRESENTED THAT CONTAINS THE PASSENGER COUPON AND ALL THE UNUSED FLIGHT COUPONS, THE CARRIER SHALL REPLACE, AT THE PASSENGER'S REQUEST, ALL OR PART OF THE SAID TICKET. THE REPLACEMENT WILL BE IN THE FORM OF NEWLY-ISSUED TICKET, PROVIDED THAT WHEN THE REQUEST IS MADE, THE CARRIER HAS PROOF THAT A VALID TICKET WAS ISSUED FOR THE FLIGHT(S) CONCERNED AND THAT THE PASSENGER PROVIDES THE WRITTEN AGREEMENT TO COMPENSATE THE CARRIER. IN THE EVENT OF THE FRAUDULENT USE OF THE TICKET AND WITHIN THE LIMIT OF THE PRICE THEREOF, FOR ALL FEES AND EXPENSES INCURRED DUE TO SAID FRAUDULENT USE. NO REIMBURSEMENT SHALL BE CLAIMED IF SAID FEES AND EXPENSES WERE CAUSED BY THE CARRIER'S FAULT. LASTLY, THE CARRIER THAT ISSUES THE TICKET MAY INVOICE THE PASSENGER FOR REASONABLE ADMINISTRATIVE FEES IN ORDER TO RE-ISSUE THE PASSENGER'S TICKET, UNLESS THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OF THE CARRIER OR ITS AGENT.
- (I) IF THE PROOF MENTIONED IN (H) ABOVE IS NOT PROVIDED OR IF THE PASSENGER REFUSES TO UNDERTAKE TO COMPENSATE THE CARRIER, THE

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CARRIER THAT ISSUES THE TICKET MAY CAUSE THE PASSENGER TO PAY THE TOTAL PRICE OF THE REPLACEMENT TICKET. THIS PAYMENT WILL BE REFUNDED WHEN THE CARRIER HAS PROOF THAT THE LOST OR DAMAGED TICKET WAS NOT USED DURING ITS VALIDITY PERIOD OR, IF, DURING SAID SAME PERIOD, THE PASSENGER FINDS THE ORIGINAL TICKET AND REMITS IT TO THE CARRIER.

- (J) IT IS THE PASSENGER'S RESPONSIBILITY TO TAKE ALL MEASURES TO ENSURE THAT THE TICKET IS NOT LOST OR STOLEN.
- (K) IF A PASSENGER BENEFITS FROM A FARE REDUCTION OR A FARE THAT IS SUBJECT TO SPECIFIC CONDITIONS, THE PASSENGER MUST BE IN A POSITION, AT ALL TIMES DURING THEIR JOURNEY, TO PROVIDE APPROPRIATE SUPPORTING DOCUMENTS AND TO PROVE THE VALIDITY THEREOF.

(5) TICKETING FEE:
 AN ADDITIONAL NON-REFUNDABLE TICKETING FEE SHALL BE INCLUDED IN THE TOTAL FARE QUOTED TO THE PASSENGER AT THE TIME OF TICKETING.

POINT OF SALE	CHANNEL	FEE
ANYWHERE	B6 TELEPHONE SALES	CAD
		UP TO \$84

B6 TICKET CENTRE	CAD
OR AIRPORT SALES	UP TO \$84

FEE'S ABOVE APPLY PER TRANSACTION PER ADULT CHILDREN AGED 2-14 PAY UP TO \$48 CAD THESE ADDITIONAL FEES DO NOT APPLY TO TICKETS PURCHASED DIRECTLY FROM B6 AT JetBlue.com INTERNET SITE WHEN ISSUED IN CANADA.

- (6) RE-ISSUE FEE:
 A FEE OF UP TO \$84 CAD WILL BE CHARGED BY B6 TICKET OFFICES FOR THE VOLUNTARY REISSUE OF TICKETS ORIGINALLY ISSUED BY TRAVEL AGENTS. THE ABOVE REISSUE FEE WILL ALSO BE CHARGED BY B6 CALL CENTERS/TICKET CENTRES/AIRPORT SALES FOR THE VOLUNTARY REISSUE OF TICKETS ISSUED BY TRAVEL AGENTS.

EXCEPTION: RE-ISSUE FEE IS NOT APPLICABLE TO TICKETS WITH INFANT'S DISCOUNT.

- (7) NAME CORRECTIONS ARE NOT PERMITTED UNDER ANY CIRCUMSTANCES
- (8) SERVICE FEE FOR FULLY UNUSED ONLINE AND OFFLINE TRAVEL AGENCY TICKETS:
 A FEE OF UP TO \$84 CAD WILL BE CHARGED BY B6 TICKET OFFICES FOR THE VOLUNTARY REISSUE OF TICKETS ORIGINALLY ISSUED BY TRAVEL AGENTS WHEN SUCH AGENTS DO NOT OFFER ANY ADDITIONAL SERVICE BEYOND THE INITIAL TICKET SALE AND THE SERVICING

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OF THE PASSENGER IS TRANSFERRED TO B6. THE ABOVE SERVICE FEE WILL ALSO BE CHARGED BY B6 CALL CENTERS/TICKET CENTERS.

(B) VALIDITY FOR CARRIAGE

(1) GENERAL

WHEN VALIDATED THE TICKET IS GOOD FOR CARRIAGE FROM THE AIRPORT AT THE PLACE OF DEPARTURE TO THE AIRPORT AT THE PLACE OF DESTINATION VIA THE ROUTE SHOWN THEREIN AND FOR THE APPLICABLE CLASS OF SERVICE AND IS VALID FOR ONE YEAR FROM THE DATE OR COMMENCEMENT OF FLIGHT EXCEPT AS OTHERWISE SPECIFIED IN CARRIER'S TARIFFS. EACH FLIGHT COUPON WILL BE ACCEPTED FOR CARRIAGE ON THE DATE AND FLIGHT FOR WHICH ACCOMMODATION HAS BEEN RESERVED. WHEN FLIGHT COUPONS ARE ISSUED ON AN "OPEN DATE" BASIS, ACCOMMODATION WILL BE RESERVED UPON APPLICATION SUBJECT TO THE AVAILABILITY OF SPACE. THE PLACE AND DATE OF ISSUE ARE SET FORTH ON THE FLIGHT COUPONS. ANY EXTENSION OF TICKET VALIDITY WILL BE IN ACCORDANCE WITH CARRIER'S TARIFFS.

EXCEPTION 1: IF THE TICKET IS FOR OR INCLUDES AN EXCURSION OR OTHER SPECIAL FARE HAVING A SHORTER PERIOD OF TICKET VALIDITY THAN INDICATED ABOVE, SUCH SHORTER PERIOD OF VALIDITY SHALL APPLY ONLY IN RESPECT TO SUCH EXCURSION OR SPECIAL FARE TRANSPORTATION.

EXCEPTION 2: IF NO PORTION OF THE TICKET IS USED, THE PERIOD OF VALIDITY WILL BE ONE YEAR FROM DATE OF ISSUANCE OF THE TICKET.

(2) PERIODS OF VALIDITY

TICKETS EXPIRE AT MIDNIGHT ON THE DATE OF EXPIRATION OF TICKET VALIDITY, EXCEPT THAT SUCH PERIOD OF VALIDITY WILL BE EXTENDED BY CARRIER WITHOUT ADDITIONAL COLLECTION OF FARE AS FOLLOWS:

(A) FOR NO LONGER THAN SEVEN DAYS BEYOND THE ORIGINAL LIMIT WHEN A PASSENGER WHO HOLDS A TICKET VALID FOR ONE YEAR IS UNABLE TO OBTAIN SPACE AT TIME OF APPLICATION TO CARRIER.

(B) FOR NO LONGER THAN THIRTY DAYS BEYOND THE ORIGINAL LIMIT WHEN CARRIER IS UNABLE TO PROVIDE PREVIOUSLY CONFIRMED SPACE; OR A FLIGHT IS CANCELLED OR POSTPONED DURING THE PERIOD OF VALIDITY; A SCHEDULED STOP WHICH IS EITHER A STOPOVER OR DESTINATION FOR THE PASSENGER IS OMITTED; CARRIER SUBSTITUTES A DIFFERENT CLASS OF SERVICE, OR CAUSES A PASSENGER TO MISS A CONNECTION, OR FAILS TO

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- OPERATE A FLIGHT REASONABLY ACCORDING TO SCHEDULE.
- (C) UNTIL THE DATE WHEN THE PASSENGER, WHO IS PREVENTED FROM TRAVELING WITHIN THE PERIOD OF VALIDITY OF HIS TICKET BY REASON OF ILLNESS, BECOMES FIT TO TRAVEL ACCORDING TO A MEDICAL CERTIFICATE, OR UNTIL THE FIRST SERVICE OF THE CLASS FOR WHICH THE FARE HAS BEEN PAID ON THE CARRIER ON WHICH SPACE IS AVAILABLE AFTER SUCH DATE FROM THE POINT WHERE THE JOURNEY IS RESUMED OR FROM THE LAST CONNECTING POINT. PROVIDED, THAT WHEN THE FLIGHT COUPONS REMAINING IN A TICKET HAVING A ONE YEAR VALIDITY INVOLVE ONE OR MORE STOPOVERS, THE VALIDITY OF SUCH TICKET WILL BE EXTENDED FOR NOT MORE THAN 3 MONTHS FROM THE DATE SHOWN ON SUCH CERTIFICATE. IN SUCH CIRCUMSTANCES CARRIER WILL EXTEND SIMILARLY THE PERIOD OF VALIDITY OF TICKETS OF PERSONS TRAVELING WITH AN INCAPACITATED PASSENGER. RULES GOVERNING SPECIAL AND PROMOTIONAL FARES WHICH SPECIFICALLY EXCLUDE THE APPLICATION OF RULE 65 (TICKET EXTENSION OF TICKET VALIDITY) ARE MAKING REFERENCE TO THIS SUBPARAGRAPH.
- (D) IN THE EVENT OF THE DEATH OF A PASSENGER DURING A JOURNEY, THE TICKETS OF THE PERSONS WHO ARE ACCOMPANYING THE DECEASED PASSENGER MAY BE CHANGED, EITHER BY WAVING ANY MINIMUM STAY REQUIREMENTS OR BY THE EXTENDING THE VALIDITY OF SAID TICKETS BY NO MORE THAN 45 DAYS FROM THE DATE OF DEATH. IN THE EVENT OF THE DEATH OF AN IMMEDIATE FAMILY MEMBER OF A PASSENGER WHOSE JOURNEY HAS STARTED, THE VALIDITY OF THEIR TICKETS AND OF THOSE OF THE MEMBERS OF THEIR IMMEDIATELY FAMILY TRAVELLING WITH THEM MAY BE CHANGED IN THE SAME WAY. ANY CHANGED MENTIONED ABOVE MAY ONLY BE MADE AFTER RECEIPT OF A VALID DEATH CERTIFICATE. ANY EXTENSION CANNOT EXCEED FORTY-FIVE (45) DAYS AS FROM THE DATE OF DEATH.
- (E) A MISCELLANEOUS CHARGES ORDER ISSUED WITHOUT DEFINITE DATE OF PASSAGE MUST BE PRESENTED FOR A TICKET WITHIN ONE YEAR FROM THE DATE OF ISSUE; OTHERWISE IT WILL NOT BE HONORED FOR A TICKET.
- (C) COUPON SEQUENCE AND PRODUCTION OF THE TICKET
- (1) A TICKET IS ONLY VALID FOR THE CARRIAGE INDICATED THEREON, FROM THE DEPARTURE POINT TO THE ARRIVAL POINT VIA ANY STOPOVER SCHEDULED WHEN THE TICKET WAS PURCHASED. THE FARE THAT THE PASSENGER PAID

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- CORRESPONDS TO THE ROUTE STATED ON THE TICKET AND IS AN INTEGRAL PART OF THE CONTRACT OF CARRIAGE CONCLUDED BETWEEN THE CARRIER AND THE PASSENGER. THE FARE IS ONLY VALID IF THE FLIGHTS ARE TAKE IN THE BOOKED SEQUENCE OTHERWISE THE FARE WILL BE RECALCULATED BASED ON THE ACTUAL FLIGHT ROUTING.
- (2) THE FARE PAID SHALL ONLY BE APPLICABLE WHEN INTERNATIONAL TRAVEL COMMENCES IN THE COUNTRY OF THE POINT OF ORIGIN SHOWN ON THE TICKET; IF INTERNATIONAL TRAVEL ACTUALLY COMMENCES OUTSIDE THE COUNTRY OF THE TICKETED POINT OF ORIGIN, THE FARE MUST BE REASSESSED FROM THE POINT WHERE INTERNATIONAL TRAVEL ACTUALLY BEGAN.
- (D) ABSENCE, LOSS OR IRREGULARITIES OF TICKET CARRIER WILL REFUSE CARRIAGE TO ANY PERSON NOT IN POSSESSION OF A VALID TICKET. IN CASE OF LOSS OR NON-PRESENTATION OF THE TICKET OR THE APPLICABLE PORTION THEREOF, CARRIAGE WILL NOT BE FURNISHED FOR THAT PART OF THE TRIP COVERED BY SUCH TICKET OR PORTION THEREOF UNTIL THE PASSENGER PURCHASES ANOTHER TICKET AT THE CURRENT APPLICABLE FARE FOR THE CARRIAGE TO BE PERFORMED. CARRIER WILL NOT ACCEPT A TICKET IF ANY PART OF IT IS MUTILATED OR IF IT HAS BEEN ALTERED BY OTHER THAN CARRIER OR IT IS PRESENTED WITHOUT THE PASSENGER COUPON AND ALL UNUSED FLIGHT COUPONS. NOTWITHSTANDING THE FOREGOING, CARRIER WILL ISSUE AT THE PASSENGER'S REQUEST A NEW TICKET TO REPLACE THE LOST ONE UPON RECEIPT OF PROOF OF LOSS SATISFACTORY TO CARRIER, AND IF THE CIRCUMSTANCES OF THE CASE IN CARRIER'S OPINION WARRANT SUCH ACTION; PROVIDED, THAT THE PASSENGER AGREES, IN SUCH FORM AS MAY BE PRESCRIBED BY CARRIER, TO INDEMNIFY CARRIER FOR ANY LOSS OR DAMAGE WHICH CARRIER MAY SUSTAIN BY REASON THEREOF.
- (E) NON-TRANSFERABILITY
- (1) A TICKET IS NOT TRANSFERABLE, BUT CARRIER SHALL NOT BE LIABLE TO THE PERSON ENTITLED TO BE TRANSPORTED OR TO THE PERSON ENTITLED TO RECEIVE SUCH REFUND FOR HONORING OR REFUNDING SUCH TICKET WHEN PRESENTED BY SOMEONE OTHER THAN THE PERSON ENTITLED TO BE TRANSPORTED THEREUNDER OR TO A REFUND IN CONNECTION THEREWITH.
- (2) IF A TICKET IS IN FACT USED BY ANY PERSON OTHER THAN THE PERSON TO WHOM IT WAS ISSUED, WITH OR WITHOUT THE KNOWLEDGE AND CONSENT OF THE PERSON TO WHOM IT WAS ISSUED, CARRIER WILL NOT BE LIABLE FOR THE DESTRUCTION, DAMAGE, OR DELAY OF SUCH UNAUTHORIZED PERSONS BAGGAGE OR OTHER PERSONAL PROPERTY ARISING FROM OR IN CONNECTION WITH SUCH UNAUTHORIZED USE.
- (3) IF A TICKET IS IN FACT USED BY ANY PERSON OTHER THAN THE PERSON TO WHOM IT WAS ISSUED, WITH OR

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WITHOUT THE KNOWLEDGE AND CONSENT OF THE PERSON TO WHOM IT WAS ISSUED. CARRIER WILL NOT BE LIABLE FOR THE DEATH OR INJURY OF SUCH UNAUTHORIZED PERSON ARISING FROM OR IN CONNECTION WITH SUCH UNAUTHORIZED USE.

- (F) WAIVER OF MINIMUM/MAXIMUM STAY REQUIREMENTS
- (1) WHEN A TICKET IS SOLD AT A SPECIAL FARE CONTAINING A MINIMUM STAY REQUIREMENT, THE MINIMUM STAY REQUIREMENT WILL BE WAIVED ON PRESENTATION OF A DEATH CERTIFICATE OR COPY THEREOF FOR PASSENGERS WHO ARE:
 - (A) MEMBERS OF THE IMMEDIATE FAMILY OF A PASSENGER WHO DIES EN ROUTE, OR
 - (B) OTHER PERSONS ACTUALLY ACCOMPANYING A PASSENGER WHO DIES EN ROUTE.
 - (2) IF A PASSENGER HOLDING A SPECIAL FARE TICKET WITH A MINIMUM STAY REQUIREMENT DESIRES TO COMMENCE THE RETURN BEFORE THE EXPIRY OF THE MINIMUM STAY PERIOD OWING TO THE DEATH OF AN IMMEDIATE FAMILY MEMBER NOT ACCOMPANYING THE PASSENGER, AND A DEATH CERTIFICATE OR COPY THEREOF IS NOT IMMEDIATELY AVAILABLE, THE PASSENGER WILL BE ENTITLED TO A REFUND OF THE ADDITIONAL AMOUNTS PAID TO PERMIT EARLIER RETURN, ON PRESENTATION OF A DEATH CERTIFICATE ATTESTING TO THE DEATH OF SUCH FAMILY MEMBER AFTER THE PASSENGER'S COMMENCEMENT OF TRAVEL.
 - (3) THIS PARAGRAPH (F) WILL APPLY IN ALL CASES, NOT WITHSTANDING THE EXCLUSION OF RULE 65 (TICKETS-EXTENSION OF TICKET VALIDITY) IN RULES GOVERNING SPECIAL AND PROMOTIONAL FARES. THAT EXCLUSION SHALL BE DEEMED A REFERENCE TO (B) (2) (C) OF THIS RULE.
- (G) ACCEPTANCE OF TICKETS
- (1) BACK TO BACK/THROWAWAY/HIDDEN TICKETING
CARRIER SPECIFICALLY PROHIBITS THE PRACTICES COMMONLY KNOWN AS "BACK TO BACK TICKETING": THE PURCHASE AND USE OF TWO OR MORE TICKETS ISSUED AND ONE-WAY/ROUND TRIP FARES, OR COMBINATION OF TWO OR MORE ONE-WAY AND ROUND TRIP FARES END TO END ON THE SAME TICKET FOR THE PURPOSE OF CIRCUMVENTING MINIMUM STAY REQUIREMENTS. "THROWAWAY TICKET"-THE USAGE OF ROUND TRIP FARES FOR ONE WAY TRAVEL; "HIDDEN CITY TICKETING"-THE PURCHASE OF A FARE FROM A POINT BEFORE THE PASSENGER'S ACTUAL ORIGIN TO A POINT BEYOND THE PASSENGER'S ACTUAL DESTINATION.
- (H) CHANGE REQUESTED BY A PASSENGER
- (1) IF A PASSENGER WISHES TO CHANGE ALL OR PART OF THEIR JOURNEY, THEY MUST FIRST MAKE CONTACT WITH THE CARRIER. THE FARE WILL BE RECALCULATED AND

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- THE PASSENGER WILL THEN HAVE THE POSSIBILITY OF ACCEPTING THE NEW PRICE OR KEEPING THE ORIGINAL CARRIAGE, AS SHOWN ON THE TICKET. IF A PASSENGER HAS TO CHANGE THEIR TICKET DUE TO A REASON THAT CONSTITUTES FORCE MAJEURE, AS DEFINED IN RULE 1 (DEFINITIONS) AND FOR WHICH THEY WILL BE REQUESTED TO PROVIDED PROOF, THE PASSENGER MUST, AS SOON AS POSSIBLE, MAKE CONTACT WITH THE CARRIER, WHICH SHALL USE REASONABLE EFFORTS TO ENSURE CARRIAGE TO THE NEXT STOPOVER OR TO THE PASSENGER'S DESTINATION WITHOUT ANY CHANGE IN FARE.
- (2) IF A PASSENGER CHANGES THEIR JOURNEY WITHOUT THE CARRIER'S AGREEMENT, THE CARRIER SHALL ADJUST THE FARE IN LIGHT OF THIS CHANGE. THE PASSENGER MUST THEN PAY THE DIFFERENCE BETWEEN THE FARE THAT CORRESPONDS TO THE JOURNEY PURCHASED AND THE PRICE OF THE NEW JOURNEY. IF THE NEW FARE IS LESS THAN THE PREVIOUS FARE, THE CARRIER SHALL NOT REFUND THE DIFFERENCE, AND THE OLD COUPONS, IN ANY EVENT, SHALL NO LONGER HAVE ANY VALUE.
- (3) EACH TICKET FLIGHT COUPON SHALL BE VALID FOR CARRIAGE IN THE CLASS SPECIFIED ON THE TICKET, ON THE DATE AND FOR THE FLIGHT THAT CORRESPONDS TO THE RESERVATION MAKE. IF A COUPON IS ORIGINALLY ISSUED WITHOUT REFERENCE TO A RESERVATION, A RESERVATION MAY BE MADE SUBSEQUENTLY, IN ACCORDANCE WITH THE FARES IN FORCE AND WITHIN THE LIMIT OF SEATS AVAILABLE ON THE FLIGHT REQUESTED.
- (4) NON-REFUNDABLE FARES MAY BE CHANGED PRIOR TO THE SCHEDULED DEPARTURE TIME SUBJECT TO AVAILABILITY, FOR A CHANGE FEE UP TO \$360 CAD AND ANY APPLICABLE FARE DIFFERENCE.
- (5) NON-REFUNDABLE FARES MAY BE CANCELLED PRIOR TO THE SCHEDULED DEPARTURE TIME FOR A CREDIT FOR FUTURE AIR-ONLY TRAVEL ON CARRIER. REFUNDS ARE NOT ALLOWED. CREDIT IS SUBJECT TO A SERVICE FEE OF UP TO \$360 CAD. CREDIT MAY BE USED TO BOOK A NEW AIR-ONLY RESERVATION ON CARRIER IN THE NAME OF THE PASSENGER OR IN THE NAME OF ANY OTHER PERSON DESIGNATED BY THE PASSENGER. FAILURE TO CANCEL PRIOR TO SCHEDULED DEPARTURE WILL RESULT IN FORFEITURE OF FARE. IN THE EVENT OF CANCELLATION OF A NON-REFUNDABLE FARE, TAXES AND FEES WILL NOT BE REFUNDED EXCEPT WHEN REQUIRED BY APPLICABLE LAW.
- (I) IDENTIFICATION OF THE CARRIER
THE CARRIER IDENTIFICATION MAY BE SHOWN AS AN ABBREVIATION ON TICKET, USING ITS DESIGNATOR CODE (AS DEFINED IN RULE 1 (DEFINITIONS) OR IN ANY OTHER FORM. THE CARRIER'S ADDRESS IS DEEMED TO BE THAT OF ITS REGISTERED OFFICE OR PRINCIPAL PLACE OF BUSINESS.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

0075 CURRENCY OF PAYMENT

SUBJECT TO EXCHANGE LAWS AND GOVERNMENT REGULATIONS, THE FOLLOWING RULES SHALL APPLY:

(A) PAYMENT IN COUNTRY OF COMMENCEMENT OF TRANSPORTATION
PAYMENT SHALL BE MADE AS FOLLOWS:

- (1) IN THE CURRENCY OF THE COUNTRY OF COMMENCEMENT OF TRANSPORTATION, OR
- (2) IN ANY CURRENCY ACCEPTABLE TO THE CARRIER, PROVIDED THAT THE EQUIVALENT OF THE LOCAL CURRENCY FARE IS COLLECTED AT THE BANKERS BUYING RATE OF EXCHANGE IN EFFECT ON THE DATE OF ISSUANCE OF THE TRANSPORTATION DOCUMENT.

(B) PAYMENT OUTSIDE THE COUNTRY OF COMMENCEMENT OF TRANSPORTATION

PAYMENT SHALL BE MADE AS FOLLOWS:

- (1) THE AMOUNT TO BE PAID SHALL BE DETERMINED BY CONVERTING THE TOTAL AMOUNT TO BE COLLECTED, EXPRESSED IN THE CURRENCY OF THE COUNTRY OF COMMENCEMENT OF TRANSPORTATION, INTO THE CURRENCY OF THE COUNTRY OF PAYMENT AT THE APPLICABLE BANKERS SELLING RATE OF EXCHANGE IN EFFECT ON THE DATE OF THE TRANSACTION.
- (2) PAYMENT SHALL BE MADE EITHER IN THE CURRENCY OF THE COUNTRY OF PAYMENT, OR IN ANY CURRENCY ACCEPTABLE TO THE CARRIER, PROVIDED THAT THE EQUIVALENT OF THE LOCAL CURRENCY AMOUNT OF THE COUNTRY OF PAYMENT ESTABLISHED IN ACCORDANCE WITH (1) ABOVE IS COLLECTED AT THE BANKERS BUYING RATE OF EXCHANGE ON THE DATE OF THE TRANSACTION.

(C) RATES OF EXCHANGE

- (1) APPLICABLE FOR THE U.S.A.
THE BANKERS RATES REFERRED TO IN THE PAYMENT RULES MEANS THE UNIT RATE PUBLISHED EACH TUESDAY IN THE WALL STREET JOURNAL UNDER HEADING 'FOREIGN EXCHANGE'. THIS RATE WILL BE APPLICABLE FROM WEDNESDAY OF EACH WEEK UP TO AND INCLUDING TUESDAY OF THE FOLLOWING WEEK. WHEN A NATIONAL HOLIDAY FALLS ON MONDAY, FOREIGN EXCHANGE RATES DO NOT APPEAR IN THE TUESDAY EDITION OF THE WALL STREET JOURNAL. IN SUCH EXCEPTIONAL CASES, THE PREVIOUS WEEK'S RATES ARE USED THROUGH WEDNESDAY INSTEAD OF TUESDAY AND THE WEDNESDAY EDITION OF THE WALL STREET JOURNAL WILL BE USED FOR THE PERIOD THURSDAY THROUGH TUESDAY.
- (2) APPLICABLE FOR CANADA
THE BANKERS BUYING RATE OR BANKERS SELLING RATES MEANS THE UNIT RATE PUBLISHED IN THE TORONTO GLOBE AND MAIL FRIDAY EDITION EACH WEEK, AS THE FOREIGN EXCHANGE MID MARKET RATE IN CANADIAN FUNDS. FOR CURRENCIES NOT QUOTED IN SUCH PUBLICATION, THE

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BANKERS RATE SHALL MEAN THE BANK BUYING RATE QUOTED BY THE ROYAL BANK OF CANADA, MAIN OFFICE IN WINNIPEG, AS OF THE CLOSE OF BUSINESS ON THURSDAY OF EACH WEEK. THESE RATES WILL BE APPLICABLE FROM MONDAY OF THE FOLLOWING WEEK UP TO AND INCLUDING THE FOLLOWING SUNDAY.

- (D) EN-ROUTE REASSESSMENT OF FARE
- (1) THE FARE WILL BE REASSESSED IN THE CURRENCY OF THE COUNTRY OF COMMENCEMENT OF TRANSPORTATION.
 - (2) THE LOCAL CURRENCY FARES TO BE USED WILL BE THOSE APPLICABLE AT THE TIME OF COMMENCEMENT OF TRANSPORTATION.
 - (3) THE IATA RATE OF EXCHANGE TO BE USED WILL BE THAT APPLICABLE AT THE TIME OF ORIGINAL TICKET ISSUANCE.
 - (4) IF AN EN-ROUTE REASSESSMENT OF THE FARE RESULTS IN A REFUND, THE AMOUNT OF THE REFUND SHALL BE CONVERTED USING THE BANKER'S RATE APPLICABLE AT THE DATE OF THE REFUND, EXCEPT WHEN ORIGINAL PAYMENT HAS BEEN MADE IN A CURRENCY OTHER THAN THE CURRENCY OF THE COUNTRY OF COMMENCEMENT OF TRANSPORTATION, REFUNDS IN THE SAME CURRENCY AS ORIGINALLY TENDERED WILL BE MADE AT THE EXCHANGE RATE USED FOR THE ORIGINAL PAYMENT.
 - (5) IF AN EN-ROUTE REASSESSMENT OF THE FARE RESULTS IN AN ADDITIONAL COLLECTION, THE AMOUNT OF ADDITIONAL COLLECTION SHALL BE CONVERTED USING THE BANKER'S SELLING RATE APPLICABLE AT THE DATE OF ORIGINAL COLLECTION.

NOTE: B6 WILL PAY THE REFUND IN THE SAME FORM (I.E. CASH, CHECK, CREDIT CARD ETC.) THAT WAS USED IN PURCHASING THE ORIGINAL TRANSPORTATION DOCUMENT. B6, IN MAKING THE REFUND, WILL OBSERVE ANY REFUND RESTRICTION THAT MAY BE PUBLISHED IN THE APPLICABLE RULES GOVERNING THE ORIGINAL TRANSPORTATION DOCUMENT. FURTHER, B6 WILL OBSERVE A GOVERNMENT OR B6 RESTRICTION IMPOSED ON THE CONVERSION AND REFUND OF CURRENCIES OUTSIDE OF THE COUNTRY WHOSE CURRENCY WAS ORIGINALLY COLLECTED.

0080 REVISED ROUTINGS, FAILURE TO CARRY AND MISSED

CONNECTIONS

(APPLICABLE FOR TRANSPORTATION TO/FROM THE U.S.A. AND CANADA)

(A) CHANGES REQUESTED BY PASSENGER

- (1) AT THE PASSENGER'S REQUEST, CARRIER WILL EFFECT A CHANGE IN THE ROUTING (OTHER THAN THE POINT OF

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- ORIGIN), CARRIER(S), CLASSES OF SERVICE, DESTINATION, FARE OR VALIDITY SPECIFIED IN AN UNUSED TICKET, FLIGHT COUPON(S) OR MISCELLANEOUS CHARGES ORDER BY ISSUING A NEW TICKET OR BY ENDORSING SUCH UNUSED TICKET, FLIGHT COUPON(S) OR MISCELLANEOUS CHARGES ORDER, PROVIDED THAT:
- (A) SUCH CARRIER ISSUED THE ORIGINAL TICKET OR;
 - (B) SUCH CARRIER IS THE CARRIER DESIGNATED IN THE "VIA CARRIER" BOX, OR NO CARRIER IS DESIGNATED IN THE "VIA CARRIER" BOX, OF THE UNUSED FLIGHT COUPON OR MISCELLANEOUS CHANGES ORDER FOR THE FIRST ONWARD CARRIAGE FROM THE POINT ON THE ROUTE AT WHICH THE PASSENGER DESIRES THE CHANGE TO COMMENCE; HOWEVER, WHERE THE CARRIER WHO ISSUED THE TICKET IS DESIGNATED AS CARRIER FOR ANY SUBSEQUENT SECTION(S) AND HAS AN OFFICE OR GENERAL AGENT, WHO IS AUTHORIZED TO MAKE ENDORSEMENTS, AT THE POINT ON THE ROUTE WHERE THE CHANGE IS TO COMMENCE OR WHERE THE PASSENGER MAKES A REQUEST FOR SUCH CHANGE, THE REISSUING CARRIER SHALL OBTAIN SUCH ISSUING CARRIER'S ENDORSEMENT; OR
 - (C) SUCH CARRIER HAS RECEIVED WRITTEN OR TELEGRAPHIC AUTHORITY TO DO SO FROM THE CARRIER ENTITLED, UNDER (A) OR (B) ABOVE, TO EFFECT THE CHANGE.
- (2) METHOD OF EFFECTING CHANGE
THE CHANGE REQUESTED BY THE PASSENGER SHALL BE EFFECTED BY:
- (A) ENDORSEMENT OF SUCH UNUSED TICKET, FLIGHT COUPON(S), OR EXCHANGE ORDER TO THE NEW RECEIVING CARRIER OR
 - (B) RETICKETING OF THE PASSENGER
- (3) WHEN THE REROUTING RESULTS IN A CHANGE OF FARE, THE NEW FARE AND CHARGES SHALL BE CONSTRUCTED AS FOLLOWS;
- (A) PARTLY USED TICKETS
 - (I) UNLESS OTHERWISE SPECIFIED IN THE FARE RULE THE FARE AND CHARGES APPLICABLE AS A RESULT OF ANY SUCH CHANGE IN ROUTING, DESTINATION, OR CARRIER SHALL BE THE FARE AND CHARGES THAT WOULD HAVE BEEN APPLICABLE HAD THE PASSENGER PURCHASED TRANSPORTATION FOR THE REVISED ITINERARY (WHICH INCLUDES THOSE POINTS FOR WHICH TRANSPORTATION HAS ALREADY BEEN COMPLETE) PRIOR TO DEPARTURE FROM POINT OF ORIGIN.
 - (II) ADDITIONAL PASSAGE AT THE THROUGH FARE SHALL NOT BE PERMITTED UNLESS A REQUEST

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- HAS BEEN MADE PRIOR TO ARRIVAL AT THE DESTINATION NAMED ON THE ORIGINAL TICKET OR MISCELLANEOUS CHARGES ORDER, AND
- (AA) AFTER THE CARRIAGE HAS COMMENCED, WHEN A ONE WAY TICKET IS TO BE CONVERTED INTO A ROUND TRIP TICKET OR OPEN JAW TICKET, THE NEW FARE SHALL BE RECALCULATED FROM THE POINT OF ORIGIN FOR THE JOURNEY TO BE TRAVELLED, PROVIDED THAT IF TRAVEL ON A FARE COMPONENT HAS BEEN COMPLETED, SUCH FARE CONSTRUCTION POINT SHALL NOT BE CHANGED IN ASSESSING THE NEW FARE.
- (BB) AFTER THE CARRIAGE HAS COMMENCED, WHEN A ROUND TRIP OR OPEN JAW TICKET IS TO BE CONVERTED INTO A ONE WAY TICKET, THE NEW FARE SHALL BE RE-CALCULATED FROM THE POINT OF ORIGIN FOR THE JOURNEY TO BE TRAVELLED, PROVIDED THAT IF TRAVEL ON A FARE COMPONENT HAS BEEN COMPLETED, SUCH FARE CONSTRUCTION POINT SHALL NOT BE CHANGED IN ASSESSING THE NEW FARE.
- (B) TOTALLY UNUSED TICKETS UNLESS OTHERWISE SPECIFIED IN THE APPLICABLE FARE RULE USED:
- (I) WHEN A TOTALLY UNUSED TICKET IS PRESENTED FOR A CHANGE OF JOURNEY, SUBJECT TO A CHANGE FEE, THE TICKET SHALL BE REFUNDED AND A NEW TICKET SHALL BE ISSUED.
- (II) THE FARE FOR THE NEW JOURNEY SHALL BE REASSESSED BASED ON THE FARES APPLICABLE AT THE TIME OF COMMENCEMENT OF THE NEW TRANSPORTATION AND THE RATE OF EXCHANGE APPLICABLE AT THE TIME OF REASSESSMENT.
- (III) THE TICKET ISSUANCE DETAILS FROM THE OLD TICKET SHALL NOT BE CARRIED FORWARD TO THE NEW TICKET.
- (C) ANY DIFFERENCE BETWEEN THE FARE AND CHARGES APPLICABLE UNDER SUBPARAGRAPH (3) ABOVE, AND THE FARE AND CHARGES PAID BY THE PASSENGER WILL BE COLLECTED FROM THE PASSENGER BY THE CARRIER ACCOMPLISHING THE REROUTING, WHO WILL ALSO PAY TO THE PASSENGER ANY AMOUNTS DUE ON ACCOUNT OF REFUNDS OR ARRANGE FOR THE APPLICABLE REFUND BY THE CARRIER THAT ISSUED THE ORIGINAL TICKET (SEE ALSO RULE 60).
- (D) THE EXPIRATION DATE ON ANY NEW TICKET ISSUED

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FOR A CHANGE IN ROUTING, DESTINATION, CARRIER(S) CLASS OF SERVICE OR VALIDITY WILL BE LIMITED TO THE EXPIRATION DATE THAT WOULD HAVE BEEN APPLICABLE IF THE NEW TICKET HAD BEEN ISSUED ON THE DATE OF SALE OF THE ORIGINAL TICKET OR MISCELLANEOUS CHARGES ORDER.

- (E) TIME LIMITS ON CANCELLATIONS AND CHARGES FOR LATE CANCELLATIONS WILL BE APPLICABLE TO REVISED ROUTINGS REQUESTED BY PASSENGER.
- (B) INVOLUNTARY REVISED ROUTINGS
IN THE EVENT CARRIER CANCELS A FLIGHT, FAILS TO OPERATE ACCORDING TO SCHEDULES, SUBSTITUTES A DIFFERENT TYPE OF EQUIPMENT OR DIFFERENT CLASS OF SERVICE, OR IS UNABLE TO PROVIDE PREVIOUSLY CONFIRMED SPACE, OR THE PASSENGER IS REFUSED PASSAGE OR REMOVED, IN ACCORDANCE WITH RULE 25 HEREIN, CARRIER WILL EITHER:
- (1) CARRY THE PASSENGER ON ANOTHER OF ITS PASSENGER AIRCRAFT ON WHICH SPACE IS AVAILABLE; OR
 - (2) ENDORSE TO ANOTHER CARRIER OR TO ANY OTHER TRANSPORTATION SERVICE THE UNUSED PORTION OF THE TICKET FOR PURPOSES OF REROUTING; OR
 - (3) REROUTE THE PASSENGER TO DESTINATION NAMED ON THE TICKET OR APPLICABLE PORTION THEREOF BY ITS OWN SERVICES OR BY OTHER MEANS OF TRANSPORTATION; AND, IF THE FARE, EXCESS BAGGAGE CHARGES AND ANY APPLICABLE SERVICE CHARGE FOR THE REVISED ROUTING IS HIGHER THAN THE REFUND VALUE OF THE TICKET OR APPLICABLE PORTIONS AS DETERMINED FROM RULE 90 HEREIN, CARRIER WILL REQUIRE NO ADDITIONAL PAYMENT FROM THE PASSENGER, BUT WILL REFUND THE DIFFERENCE IF THE FARE AND CHARGES FOR THE REVISED ROUTING ARE LOWER; OR
 - (4) MAKE INVOLUNTARY REFUND IN ACCORDANCE WITH THE PROVISIONS OF RULE 90 HEREIN.
- (C) MISSED CONNECTIONS
IN THE EVENT A PASSENGER MISSES AN ONWARD CONNECTING FLIGHT ON WHICH SPACE HAS BEEN RESERVED FOR HIM/HER BECAUSE THE DELIVERING CARRIER DID NOT OPERATE ITS FLIGHT ACCORDING TO SCHEDULES, OR CHANGED THE SCHEDULE OF SUCH FLIGHT, THE DELIVERING CARRIER WILL ARRANGE FOR THE CARRIAGE OF THE PASSENGER OR MAKE INVOLUNTARY REFUND IN ACCORDANCE WITH RULE 90 HEREIN.
- (D) FREE BAGGAGE ALLOWANCE
AN INVOLUNTARILY REROUTED PASSENGER SHALL BE ENTITLED TO RETAIN THE FREE BAGGAGE ALLOWANCE APPLICABLE FOR THE TYPE OF SERVICE ORIGINALLY PAID FOR. THIS PROVISION SHALL APPLY EVEN THOUGH THE PASSENGER MAY BE TRANSFERRED FROM A BUSINESS CLASS FLIGHT TO AN ECONOMY/TOURIST/COACH CLASS FLIGHT, AND IS ENTITLED TO A FARE REFUND.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

0085 SCHEDULES, DELAYS AND CANCELLATIONS

(A) SCHEDULES

THE TIMES SHOWN IN TIMETABLES OR ELSEWHERE ARE APPROXIMATE AND NOT GUARANTEED, AND FORM NO PART OF THE CONTRACT OF CARRIAGE. SCHEDULES ARE SUBJECT TO CHANGE WITHOUT NOTICE AND CARRIER ASSUMES NO RESPONSIBILITY FOR MAKING CONNECTIONS. CARRIER WILL NOT BE RESPONSIBLE FOR ERRORS OR OMISSIONS EITHER IN TIMETABLES OR OTHER REPRESENTATIONS OF SCHEDULES. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF CARRIER IS AUTHORIZED TO BIND CARRIER AS TO THE DATES OR TIMES OF DEPARTURE OR ARRIVAL OR OF THE OPERATION OF ANY FLIGHT.

(B) CANCELLATIONS

- (1) CARRIER MAY, WITHOUT NOTICE, SUBSTITUTE ALTERNATE CARRIERS OR AIRCRAFT AND, IF NECESSARY, MAY ALTER, ADD AND/OR OMIT STOPPING PLACES SHOWN IN THE TIMETABLE.
- (2) CARRIER MAY, WITHOUT NOTICE CANCEL, TERMINATE, DIVERT, POSTPONE OR DELAY ANY FLIGHT OR THE FURTHER RIGHT OF CARRIAGE OR RESERVATION OF TRAFFIC ACCOMMODATIONS AND DETERMINE IF ANY DEPARTURE OR LANDING SHOULD BE MADE, WITHOUT ANY LIABILITY EXCEPT TO REFUND IN ACCORDANCE WITH ITS TARIFFS THE FARE AND BAGGAGE CHARGES FOR ANY UNUSED PORTION OF THE TICKET, IF IT WOULD BE ADVISABLE TO DO SO:
 - (A) BECAUSE OF ANY FACT BEYOND ITS CONTROL (INCLUDING, BUT WITHOUT LIMITATION, METEOROLOGICAL CONDITIONS, ACTS OF GOD, FORCE MAJEURE, STRIKES, RIOTS, CIVIL COMMOTIONS, EMBARGOES, WARS, HOSTILITIES, DISTURBANCES, OR UNSETTLED INTERNATIONAL CONDITIONS), ACTUAL, THREATENED OR REPORTED, OR BECAUSE OF ANY DELAY, DEMAND, CONDITIONS, CIRCUMSTANCE OR REQUIREMENT DUE, DIRECTLY OR INDIRECTLY, TO SUCH FACT; OR
 - (B) BECAUSE OF ANY FACT NOT TO BE FORESEEN, ANTICIPATED OR PREDICTED; OR
 - (C) BECAUSE OF ANY GOVERNMENT REGULATION, DEMAND OR REQUIREMENT; OR
 - (D) BECAUSE OF SHORTAGE OF LABOR, FUEL OR FACILITIES, OR LABOR DIFFICULTIES OF CARRIER OR OTHERS.
- (3) CARRIER WILL CANCEL THE RIGHT OR FURTHER RIGHT OF CARRIAGE OF THE PASSENGER AND HIS BAGGAGE UPON THE REFUSAL OF THE PASSENGER, AFTER DEMAND BY CARRIER, TO PAY THE FARE OR THE PORTION THEREOF SO DEMANDED, OR TO PAY ANY CHARGE SO DEMANDED AND ASSESSABLE WITH RESPECT TO THE BAGGAGE OF THE PASSENGER, WITHOUT BEING SUBJECT TO ANY LIABILITY

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THEREFOR EXCEPT TO REFUND, IN ACCORDANCE HEREWITH,
THE UNUSED PORTION OF THE FARE AND BAGGAGE
CHARGE(S) PREVIOUSLY PAID, IF ANY.

0087 DENIED BOARDING COMPENSATION

PART I DENIED BOARDING COMPENSATION (APPLICABLE FOR FLIGHTS
ORIGINATING IN THE U.S.A.)

(A) DEFINITIONS

FOR THE PURPOSE OF THIS RULE (EXCEPT AS OTHERWISE
SPECIFICALLY PROVIDED HEREIN)

AIRPORT MEANS THE AIRPORT AT WHICH THE DIRECT, OR
CONNECTING FLIGHT ON WHICH THE PASSENGER HOLDS
CONFIRMED RESERVED SPACE IS PLANNED TO ARRIVE SOME
OTHER AIRPORT SERVING THE SAME METROPOLITAN AREA,
PROVIDED THAT TRANSPORTATION TO THE OTHER AIRPORT IS
ACCEPTED (I.E. USED) BY THE PASSENGER.

ALTERNATE TRANSPORTATION IS AIR TRANSPORTATION (BY AN
AIRLINE LICENSED BY THE DEPARTMENT OF TRANSPORTATION)
OR OTHER TRANSPORTATION USED BY THE PASSENGER WHICH, AT
THE TIME THE ARRANGEMENT IS MADE, IS PLANNED TO ARRIVE
AT THE PASSENGER'S NEXT SCHEDULED STOPOVER (OF 4 HOURS
OR LONGER) OR IF NONE, AT THE AIRPORT OF FINAL
DESTINATION NO LATER THAN 4 HOURS AFTER THE PASSENGER'S
ORIGINALLY SCHEDULED ARRIVAL TIME.

CARRIER MEANS:

- (1) A DIRECT AIR CARRIER EXCEPT A HELICOPTER OPERATOR,
HOLDING A CERTIFICATE ISSUED BY THE DEPARTMENT OF
TRANSPORTATION PURSUANT TO SECTION 401(D) (1),
401(D) (2), 401(D) (5), OR 401(D) (8) OF THE ACT, OR
AN EXEMPTION FROM SECTION 401(A) OF THE ACT,
AUTHORIZING THE SCHEDULED FOREIGN AIR
TRANSPORTATION OF PERSONS, OR
- (2) A FOREIGN ROUTE AIR CARRIER HOLDING A PERMIT
ISSUED BY THE DEPARTMENT OF TRANSPORTATION
PURSUANT TO SECTION 402 OF THE ACT, OR AN
EXEMPTION FROM SECTION 402 OF THE ACT, AUTHORIZING
THE SCHEDULED FOREIGN AIR TRANSPORTATION OF
PERSONS.

COMPARABLE AIR TRANSPORTATION MEANS TRANSPORTATION
PROVIDED TO PASSENGER AT NO EXTRA COST BY A CARRIER AS
DEFINED ABOVE.

CONFIRMED RESERVED SPACE MEANS SPACE ON A SPECIFIC DATE
AND ON A SPECIFIC FLIGHT AND CLASS OF SERVICE OF A
CARRIER WHICH HAS BEEN REQUESTED BY A PASSENGER AND

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WHICH THE CARRIER OR IT'S AGENT HAS VERIFIED, BY APPROPRIATE NOTATION ON THE TICKET OR IN ANY OTHER MANNER PROVIDED THEREFORE BY THE CARRIER AS BEING RESERVED FOR THE ACCOMMODATION OF THE PASSENGER.

STOPOVER MEANS A DELIBERATE INTERRUPTION OF A JOURNEY BY THE PASSENGER, SCHEDULED TO EXCEED FOUR HOURS, AT A POINT BETWEEN THE PLACE OF DEPARTURE AND THE PLACE OF FINAL DESTINATION.

THE SUM OF THE VALUES OF THE REMAINING FLIGHT COUPONS MEANS THE SUM OF THE APPLICABLE ONE-WAY FARES INCLUDING ANY SURCHARGES AND AIR TRANSPORTATION TAXES, LESS ANY APPLICABLE DISCOUNTS.

VOLUNTEER MEANS A PERSON WHO RESPONDS TO CARRIER'S REQUEST FOR VOLUNTEERS AND WHO WILLINGLY ACCEPTS CARRIER'S OFFER OF COMPENSATION, IN ANY AMOUNT, IN EXCHANGE FOR RELINQUISHING HIS/HER CONFIRMED RESERVED SPACE. ANY OTHER PASSENGER DENIED BOARDING IS CONSIDERED FOR THE PURPOSES OF THIS RULE TO HAVE BEEN DENIED BOARDING INVOLUNTARILY, EVEN IF HE ACCEPTS DENIED BOARDING COMPENSATION.

(B) CONDITIONS FOR PAYMENT OF COMPENSATION

IF A PASSENGER HOLDING A CONFIRMED RESERVATION PRESENTS HIM OR HERSELF FOR CARRIAGE AT THE APPROPRIATE TIME AND PLACE, HAVING COMPLIED FULLY WITH CARRIER'S REQUIREMENTS AS TO RESERVATIONS AND CHECK-IN, AND IF THE FLIGHT FOR WHICH THE PASSENGER HOLDS A CONFIRMED RESERVATION IS OVERSOLD AND DUE TO OVERSALES, JETBLUE IS UNABLE TO ACCOMMODATE THE PASSENGER AND DEPARTS WITHOUT HIM OR HER, THE PASSENGER SHALL BE ENTITLED TO THE DENIED BOARDING COMPENSATION DESCRIBED IN THIS RULE, UNLESS:

(1) THE PASSENGER RESPONDS TO CARRIER'S REQUEST FOR VOLUNTEERS AND WHO WILLINGLY ACCEPTS CARRIERS' OFFER OF COMPENSATION, IN ANY AMOUNT; OR

(II) ONE OF THE EXCEPTIONS TO ELIGIBILITY FOR DENIED BOARDING COMPENSATION IN THIS RULE APPLIES.

FOR THE SAKE OF CLARITY, A PASSENGER WHO RESPONDS TO CARRIER'S REQUEST FOR VOLUNTEERS AND WHO WILLINGLY ACCEPTS CARRIER'S OFFER OF COMPENSATION SHALL NOT BE CONSIDERED TO BE INVOLUNTARILY DENIED BOARDING AND SHALL NOT BE ENTITLED TO DENIED BOARDING COMPENSATION.

(C) BOARDING PRIORITY

PASSENGERS HOLDING CONFIRMED RESERVATIONS WILL ALWAYS BE BOARDED BEFORE:

(1) ANY PASSENGER NOT HOLDING CONFIRMED RESERVATIONS.

(2) ANY PASSENGER NOT ENTITLED TO CONFIRMED RESERVATION.

(3) PASSENGERS HOLDING FREE OR REDUCED FARE TICKETS

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- ENTITLED TO FIRM BOOKING NOT AVAILABLE DIRECTLY OR INDIRECTLY TO THE PUBLIC ISSUED BY OTHER AIRLINES.
- (4) PASSENGERS HOLDING CONFIRMED RESERVATIONS WHO HAVE A VALID TICKET FOR THE FLIGHT IN QUESTION WILL BE BOARDED IN THE SEQUENCE IN WHICH THEY HAVE PRESENTED THEMSELVES, PROPERLY DOCUMENTED FOR THE FLIGHT AND AT THE APPROPRIATE TIME FOR CHECK-IN.
- (D) WRITTEN EXPLANATION OF DENIED BOARDING COMPENSATION AND DENIED BOARDING PRIORITIES
COMPENSATION FOR DENIED BOARDING - IF YOU HAVE BEEN DENIED A RESERVED SEAT ON A CARRIER, YOU ARE PROBABLY ENTITLED TO MONETARY COMPENSATION. THIS NOTICE EXPLAINS THE AIRLINE'S OBLIGATION AND PASSENGER'S RIGHTS IN THE CASE OF AN OVERSOLD FLIGHT, IN ACCORDANCE WITH REGULATIONS OF THE U.S. DEPARTMENT OF TRANSPORTATION.
- (E) VOLUNTEERS AND BOARDING PRIORITIES
IF A FLIGHT IS OVERSOLD (MORE PASSENGERS HOLD CONFIRMED RESERVATIONS THAN THERE ARE SEATS AVAILABLE), NO ONE MAY BE DENIED BOARDING AGAINST HIS/HER WILL UNTIL AIRLINE PERSONNEL FIRST ASK FOR VOLUNTEERS WHO WILL GIVE UP THEIR RESERVATIONS WILLINGLY, IN EXCHANGE FOR A PAYMENT OF THE AIRLINE'S CHOOSING. IF THERE ARE NOT ENOUGH VOLUNTEERS, OTHER PASSENGERS MAY BE DENIED BOARDING INVOLUNTARILY IN ACCORDANCE WITH THE FOLLOWING BOARDING PRIORITY OF B6:
PASSENGERS HOLDING CONFIRMED RESERVATIONS WHO HAVE FULLY PAID THE A FARE INCLUDING DISCOUNTED FARES SUCH AS FOR CHILDREN, AND FARES APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION FOR PUBLICATION AND SALE TO THE GENERAL PUBLIC, WILL BE BOARDED IN THE SEQUENCE IN WHICH THEY HAVE PRESENTED THEMSELVES, PROPERLY DOCUMENTED FOR THE FLIGHT AND AT THE APPROPRIATE TIME FOR CHECK-IN BEFORE:
- (1) ANY PASSENGERS NOT HOLDING CONFIRMED RESERVATIONS.
 - (2) ANY PASSENGERS WHO ARE NOT ENTITLED TO CONFIRMED RESERVATION.
 - (3) PASSENGERS HOLDING FREE OR REDUCED FARE TICKETS ENTITLED TO A FIRM BOOKING, ISSUED BY OTHER AIRLINES NOT AVAILABLE DIRECTLY OR INDIRECTLY TO THE TRAVELLING PUBLIC.
 - (4) PASSENGER HOLDING FREE OR REDUCED FARE TICKETS ENTITLED TO A FIRM BOOKING, ISSUED BY B6, NOT AVAILABLE DIRECTLY OR INDIRECTLY TO THE TRAVELLING PUBLIC.
- (F) COMPENSATION FOR INVOLUNTARY DENIED BOARDING - IF YOU ARE DENIED BOARDING INVOLUNTARILY, YOU ARE ENTITLED TO A PAYMENT OF DENIED BOARDING COMPENSATION FROM THE AIRLINE UNLESS:
- (1) YOU HAVE NOT FULLY COMPLIED WITH THE AIRLINE'S TICKETING, CHECK-IN AND RECONFIRMATION

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- REQUIREMENTS OR YOU ARE NOT ACCEPTABLE FOR TRANSPORTATION UNDER THE AIRLINE'S TARIFF FILED WITH THE DEPARTMENT OF TRANSPORTATION OR UNDER THE AIRLINES USUAL RULES AND PRACTICES, OR
- (2) YOU ARE DENIED BOARDING BECAUSE THE FLIGHT IS CANCELLED; OR
 - (3) YOU ARE DENIED BOARDING BECAUSE SMALLER CAPACITY AIRCRAFT WAS SUBSTITUTED FOR SAFETY OR OPERATIONAL REASONS; OR
 - (4) YOU ARE DENIED BOARDING ON AN AIRCRAFT WITH A DESIGNED PASSENGER CAPACITY OF 60 OR FEWER SEATS, THE FLIGHT FOR WHICH YOU WERE CONFIRMED RESERVED SPACE IS UNABLE TO ACCOMMODATE YOU DUE TO WEIGHT/BALANCE RESTRICTIONS WHEN REQUIRED BY OPERATIONAL OR SAFETY REASONS.
 - (5) YOU ARE OFFERED ACCOMMODATIONS IN A SECTION OF THE AIRCRAFT OTHER THAN THAT SPECIFIED IN YOUR TICKET AT NO EXTRA CHARGE. (A PASSENGER SEATED IN A SECTION FOR WHICH A LOWER FARE IS CHARGED MUST BE GIVEN AN APPROPRIATE REFUND.)
- (G) AMOUNT OF COMPENSATION PAYABLE
SUBJECT TO THE PROVISIONS OF Part I OF THIS RULE, CARRIER WILL TENDER LIQUIDATED DAMAGES AT THE RATE OF 200 PERCENT OF THE FARE TO THE PASSENGER'S DESTINATION OR FIRST STOPOVER, WITH A USD 675 MAXIMUM IF THE CARRIER OFFERS ALTERNATE TRANSPORTATION THAT IS PLANNED TO ARRIVE AT THE PASSENGER'S DESTINATION OR FIRST STOPOVER MORE THAN ONE HOUR BUT LESS THAN FOUR HOURS AFTER THE PLANNED ARRIVAL TIME OF THE PASSENGER'S ORIGINAL FLIGHT; AND 400 PERCENT OF THE FARE TO THE PASSENGER'S DESTINATION OR FIRST STOPOVER, WITH A USD 1350 MAXIMUM. IF THE CARRIER DOES NOT OFFER ALTERNATE TRANSPORTATION THAT IS PLANNED TO ARRIVE AT THE PASSENGER'S DESTINATION OR FIRST STOPOVER LESS THAN FOUR HOURS AFTER THE PLANNED ARRIVAL TIME OF THE PASSENGER'S ORIGINAL FLIGHT. "ALTERNATE TRANSPORTATION" IS AIR TRANSPORTATION WITH A CONFIRMED RESERVATION AT NO ADDITIONAL COST (BY ANY SCHEDULED AIRLINE LICENSED BY DOT), OR OTHER TRANSPORTATION ACCEPTED AND USED BY THE PASSENGER IN THE CASE OF DENIED BOARDING.
- (H) METHOD OF PAYMENT - THE AIRLINE MUST GIVE EACH PASSENGER WHO QUALIFIES FOR DENIED BOARDING COMPENSATION, A PAYMENT VOUCHER OR CASH FOR THE AMOUNT SPECIFIED ABOVE, ON THE DAY AND PLACE THE INVOLUNTARY DENIED BOARDING OCCURS. HOWEVER, IF THE AIRLINE ARRANGES ALTERNATE TRANSPORTATION FOR THE PASSENGER'S CONVENIENCE THAT DEPARTS BEFORE THE PAYMENT CAN BE MADE, THE PAYMENT WILL BE SENT TO THE PASSENGER WITHIN 24 HOURS. THE AIR CARRIER CAN OFFER FREE OR DISCOUNTED TRANSPORTATION IN PLACE OF CASH PAYMENT, IN THAT EVENT,

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- THE CARRIER WILL DISCLOSE ALL MATERIAL RESTRICTIONS ON THE USE OF THE FREE OR DISCOUNTED TRANSPORTATION BEFORE THE PASSENGER DECIDES WHETHER TO ACCEPT THE TRANSPORTATION IN LIEU OF CASH OR CHECK PAYMENT. THE PASSENGER MAY INSIST ON THE CASH/CHECK PAYMENT OR REFUSE ALL COMPENSATION AND BRING LEGAL ACTION.
- (I) PASSENGER'S OPTIONS - ACCEPTANCE OF THE COMPENSATION (BY ENDORSING THE VOUCHER WITHIN 30 DAYS) RELIEVES THE CARRIER FROM ANY FURTHER LIABILITY TO THE PASSENGER CAUSED BY ITS FAILURE TO HONOR THE CONFIRMED RESERVATIONS; HOWEVER, THE PASSENGER MAY DECLINE PAYMENT AND SEEK TO RECOVER DAMAGES IN A COURT OF LAW OR IN SOME OTHER MANNER.

PART II DENIED BOARDING COMPENSATION (APPLICABLE ONLY TO/FROM CANADA)

(A) COMPENSATION

A PASSENGER WHO IS DENIED BOARDING INVOLUNTARILY, SUBJECT TO THE EXCEPTIONS IN THIS RULE, SHALL BE ENTITLED TO FOUR HUNDRED CANADIAN DOLLARS (\$400).

- (1) ACCEPTANCE OF DENIED BOARDING COMPENSATION RELIEVES CARRIER FROM ANY FURTHER LIABILITY CAUSED BY ITS FAILURE TO HONOR THE PASSENGER'S ORIGINAL CONFIRMED RESERVATION.
- (2) ON CONDITION THAT PASSENGERS HAVE A CONFIRMED RESERVATION ON THE FLIGHT CONCERNED AND PRESENTS HIMSELF/HERSELF FOR CHECK-IN AT THE TIME INDICATED IN ADVANCE AND IN WRITING OR ELECTRONICALLY; OR; IF NO TIME IS INDICATED; NOT LATER THAN 60 MINUTES BEFORE THE PUBLISHED DEPARTURE TIME;
- (3) ONLY TO THE PASSENGER TRAVELING WITH A VALID TICKET AND
- (A) PRESENTS HIMSELF/HERSELF AT THE CHECK-IN COUNTER AND BOARDING GATE BEFORE THE CUT-OFF TIMES SPECIFIED IN RULE 0130.
- (B) HAS COMPLIED WITH B6 TICKETING AND RESERVATION PROCEDURES. THE PASSENGER HOLDING A CONFIRMED AND TICKETED RESERVATION MUST PRESENT HIM/HERSELF FOR CARRIAGE IN ACCORDANCE WITH THIS TARIFF: HAVING COMPLIED FULLY WITH THE CARRIER'S APPLICABLE RESERVATION, TICKETING, CHECK-IN AND BOARDING REQUIREMENTS WITHIN THE TIME LIMITS AND AT THE LOCATION SET OUT IN RULES 0060, 0065 AND 0130.
- (C) IS ACCEPTABLE FOR TRANSPORTATION UNDER THE CARRIER'S TARIFF AND THE FLIGHT FOR WHICH THE PASSENGER HOLDS CONFIRMED RESERVATIONS IS UNABLE TO ACCOMMODATE THE PASSENGER AND DEPARTS WITHOUT HIM/HER.
- (4) WHERE B6 IS THE OPERATING CARRIER OF THE FLIGHT EXCEPTIONS:

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

THE FOLLOWING PASSENGERS WILL NOT BE ENTITLED TO COMPENSATION:

- (A) PASSENGERS WHO HAVE RECEIVED BENEFITS OR COMPENSATION IN A THIRD COUNTRY.
 - (B) PASSENGERS WITHOUT CONFIRMED RESERVATIONS.
 - (C) PASSENGERS WHO HAVE NOT PRESENTED THEMSELVES FOR CHECK-IN ON TIME.
 - (D) PASSENGER ON FREE OR REDUCED FARES NOT DIRECTLY OR INDIRECTLY AVAILABLE TO THE PUBLIC, E.G. ID/DM AND AD TICKETS.
 - (E) PASSENGERS REFUSED UNDER RULE 25.
- (5) THE PASSENGER IS ACCOMMODATED ON THE FLIGHT FOR WHICH HE/SHE HOLD'S CONFIRMED RESERVATIONS, BUT IS SEATED IN A COMPARTMENT OF THE AIRCRAFT OTHER THAN THAT RESERVED, PROVIDED THAT WHEN THE PASSENGER IS ACCOMMODATED IN A CLASS OF SERVICE FOR WHICH A LOWER FARE IS CHARGED, THE PASSENGER WILL BE ENTITLED TO THE APPROPRIATE REFUND.
- (B) EXCEPTIONS TO DENIED BOARDING COMPENSATION PASSENGERS DENIED BOARDING INVOLUNTARILY ARE NOT ENTITLED TO DENIED BOARDING COMPENSATION IF:
- (1) THE PASSENGER DOES NOT FULLY COMPLY WITH THIS CONTRACT OF CARRIAGE REGARDING TICKETING, RESERVATION, CHECK-IN, ACCEPTABILITY FOR TRANSPORTATION;
 - (2) THE FLIGHT FOR WHICH THE PASSENGER HOLDS A CONFIRMED RESERVATION IS UNABLE TO ACCOMMODATE THAT PASSENGER BECAUSE OF SUBSTITUTION OF EQUIPMENT OF LESSER CAPACITY WHEN REQUIRED BY OPERATIONAL OR SAFETY REASONS AND WHERE THE CARRIER TOOK ALL REASONABLE MEASURES TO AVOID THE SUBSTITUTION OR THAT IT WAS IMPOSSIBLE FOR THE CARRIER TO TAKE SUCH MEASURES.;
 - (3) THE PASSENGER IS OFFERED ACCOMMODATIONS OR IS SEATED IN A SECTION OF THE AIRCRAFT OTHER THAN THAT SPECIFIED ON THE TICKET AT NO EXTRA CHARGE, EXCEPT THAT A PASSENGER SEATED IN A SECTION FOR WHICH A LOWER FARE IS CHARGED SHALL BE ENTITLED TO AN APPROPRIATE REFUND;
 - (4) CARRIER ARRANGES ALTERNATE TRANSPORTATION, OR OTHER TRANSPORTATION USED BY THE PASSENGER AT NO EXTRA COST TO THE PASSENGER, THAT AT THE TIME SUCH ARRANGEMENTS ARE MADE IS PLANNED TO ARRIVE AT THE AIRPORT OF THE PASSENGER'S NEXT STOPOVER OR, IF NONE, AT THE AIRPORT OF THE FINAL DESTINATION NOT LATER THAN ONE (1) HOUR AFTER THE PLANNED ARRIVAL TIME OF THE PASSENGER'S ORIGINAL FLIGHT; OR
 - (5) THE PASSENGER VOLUNTARILY RELINQUISHES HIS OR HER CONFIRMED RESERVATION IN EXCHANGE FOR COMPENSATION OFFERED BY CARRIER.
- (C) DEFINITIONS

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

FOR THE PURPOSE OF THIS RULE, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN:

THE FOLLOWING DEFINITIONS SHALL APPLY:

AIRPORT - MEANS THE AIRPORT AT WHICH THE DIRECT OR CONNECTING FLIGHT, ON WHICH THE PASSENGER HOLDS CONFIRMED RESERVED SPACE, IS PLANNED TO ARRIVE OR SOME OTHER AIRPORT SERVING THE SAME METROPOLITAN AREA, PROVIDED THAT TRANSPORTATION TO THE OTHER AIRPORT IS ACCEPTED (I.E. USED) BY THE PASSENGER.

ALTERNATE TRANSPORTATION - IS AIR TRANSPORTATION PROVIDED BY A CARRIER OR OTHER TRANSPORTATION USED BY THE PASSENGER WHICH, AT THE TIME THE ARRANGEMENTS ARE MADE, WILL BE PROVIDED FOR ARRIVAL AT THE PASSENGER'S DESTINATIONS OR NEXT POINT OF STOPOVER, WITHIN FOURS HOURS OF HIS ORIGINALLY SCHEDULED ARRIVAL TIME.

CARRIER MEANS CARRIER, EXCEPT A HELICOPTER OPERATOR, HOLDING A COMMERCIAL AIR SERVICE LICENSE AUTHORIZING THE TRANSPORTATION OF PERSONS.

COMPARABLE AIR TRANSPORTATION - IS PROVIDED BY AIR CARRIER TO THE PASSENGER AT NO EXTRA COST.

CONFIRMED SPACE (RESERVATION) - IS THAT WHICH APPLIES TO A SPECIFIC B6 FLIGHT, DATE AND FARE TYPE AS REQUESTED BY THE PASSENGER AND WHICH IS VERIFIED IN B6 RESERVATIONS SYSTEM AND IS SO NOTED ON THE TICKET.

CANCELLATION MEANS THE NON-OPERATION OF A FLIGHT WHICH WAS PREVIOUSLY PLANNED AND ON WHICH AT LEAST ONE PLACE WAS RESERVED.

TICKET MEANS A VALID DOCUMENT GIVING ENTITLEMENT TO TRANSPORT, OR SOMETHING EQUIVALENT IN PAPERLESS FORM, INCLUDING ELECTRONIC FORM, ISSUED OR AUTHORIZED BY THE AIR CARRIER OR ITS AUTHORIZED AGENTS.

STOPOVER - IS A DELIBERATE INTERRUPTION OF A JOURNEY REQUESTED BY THE PASSENGER WHICH IS SCHEDULED TO EXCEED FOUR HOURS AT A PLACE BETWEEN THE POINTS OF ORIGIN AND DESTINATION.

VOLUNTEER MEANS A PERSON WHO RESPONDS TO CARRIER'S REQUEST FOR VOLUNTEERS AND WHO WILLINGLY ACCEPTS CARRIER'S OFFER OR COMPENSATION, IN ANY AMOUNT, IN EXCHANGE FOR RELINQUISHING HIS CONFIRMED RESERVED SPACE. ANY OTHER PASSENGER DENIED BOARDING IS CONSIDERED, FOR THE PURPOSES OF THIS RULE, TO HAVE BEEN DENIED BOARDING INVOLUNTARILY, EVEN IF HE ACCEPTS DENIED BOARDING COMPENSATION.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

0090 REFUNDS

(A) GENERAL

- (1) IN CASE OF REFUND, WHETHER DUE TO FAILURE OF CARRIER TO PROVIDE THE ACCOMMODATION CALLED FOR BY THE TICKET, OR TO VOLUNTARY CHANGE OF ARRANGEMENTS BY THE PASSENGER, THE CONDITIONS AND AMOUNT OF REFUND WILL BE GOVERNED BY CARRIER'S TARIFFS, AND PURSUANT TO THE SPECIFIC FARE CONDITIONS.
- (2) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH (F) OF THIS RULE, REFUND BY CARRIER FOR AN UNUSED TICKET OR PORTION THEREOF OR MISCELLANEOUS CHARGES ORDER WILL BE MADE TO THE PERSON NAMED AS THE PASSENGER IN SUCH TICKET OR MISCELLANEOUS CHARGES ORDER UNLESS AT THE TIME OF PURCHASE THE PURCHASER DESIGNATES ON THE TICKET OR MISCELLANEOUS CHARGES ORDER ANOTHER PERSON TO WHOM REFUND SHALL BE MADE, IN WHICH EVENT REFUND WILL BE MADE TO PERSONS SO DESIGNATED AND ONLY UPON DELIVERY OF THE PASSENGER COUPON AND ALL UNUSED FLIGHT COUPONS OF THE TICKET OR MISCELLANEOUS CHARGES ORDER. A REFUND MADE IN ACCORDANCE WITH THIS PROCEDURE TO A PERSON REPRESENTING HIM AS THE PERSON NAMED OR DESIGNATED IN THE TICKET OR MISCELLANEOUS CHARGES ORDER WILL BE CONSIDERED A VALID REFUND AND CARRIER WILL NOT BE LIABLE TO THE TRUE PASSENGER FOR ANOTHER REFUND.
EXCEPTION 1: REFUND IN ACCORDANCE WITH PARAGRAPH (E) BELOW OF TICKETS FOR TRANSPORTATION WHICH HAVE BEEN ISSUED AGAINST A CREDIT CARD WILL BE MADE ONLY TO THE CREDIT CARD ACCOUNT OF THE PERSON TO WHOM SUCH CREDIT CARD HAS BEEN ISSUED.
EXCEPTION 2: REFUND OF A TICKET WHICH HAS BEEN ISSUED PURSUANT TO A PREPAID TICKET ADVICE (PTA) WILL BE MADE TO THE PERSON WHO PAID CARRIER FOR THE TICKET.
- (3) CARRIER WILL REFUSE TO REFUND WHEN APPLICATION THEREFORE IS MADE LATER THAN THIRTY (30) DAYS AFTER THE EXPIRY DATE OF THE TICKET OR MISCELLANEOUS CHARGES ORDER.
- (4) CARRIER WILL REFUSE TO REFUND ON A TICKET WHICH HAS BEEN PRESENTED TO GOVERNMENT OFFICIALS OF A COUNTRY OR TO CARRIER AS EVIDENCE OF INTENTION TO DEPART THEREFROM, UNLESS THE PASSENGER ESTABLISHES TO CARRIER'S SATISFACTION THAT HE HAS PERMISSION TO REMAIN IN THE COUNTRY OR THAT HE WILL DEPART THEREFROM BY ANOTHER CARRIER OR CONVEYANCE.

(B) CURRENCY

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

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ALL REFUNDS WILL BE SUBJECT TO GOVERNMENT LAWS, RULES, REGULATIONS OR ORDERS OF THE COUNTRY IN WHICH THE TICKET WAS ORIGINALLY PURCHASED AND OF THE COUNTRY IN WHICH THE REFUND IS BEING MADE. SUBJECT TO THE FOREGOING PROVISIONS, REFUNDS WILL BE MADE IN THE CURRENCY IN WHICH THE FARE WAS PAID, OR IN LAWFUL CURRENCY OF THE COUNTRY OF THE CARRIER MAKING THE REFUND OR OF THE COUNTRY WHERE THE REFUND IS MADE, OR IN THE CURRENCY OF THE COUNTRY IN WHICH THE TICKET WAS PURCHASED IN AN AMOUNT EQUIVALENT TO THE AMOUNT DUE IN THE CURRENCY IN WHICH THE FARE OR FARES FOR THE FLIGHT COVERED BY THE TICKET AS ORIGINALLY ISSUED WAS COLLECTED.

(C) SPECIAL HANDLING BY CARRIER
CARRIER WILL MAKE ALL OR ANY INDIVIDUAL REFUNDS THROUGH ITS GENERAL ACCOUNTING OFFICES OR REGIONAL SALES OR ACCOUNTING OFFICES, AND WILL REQUIRE PRIOR WRITTEN APPLICATIONS FOR REFUNDS TO BE PREPARED BY PASSENGER ON SPECIAL FORMS FURNISHED BY CARRIER.

(D) INVOLUNTARY REFUNDS
SEE ALSO RULE 80 (INVOLUNTARY REVISED ROUTINGS) AND RULE 87 (DENIED BOARDING COMPENSATION).
FOR THE PURPOSE OF THIS PARAGRAPH, THE TERM 'INVOLUNTARY REFUND' SHALL MEAN ANY REFUND TO A PASSENGER WHO IS PREVENTED FROM USING THE CARRIAGE PROVIDED FOR IN HIS TICKET BECAUSE OF CANCELLATION OF FLIGHT, INABILITY OF CARRIER TO PROVIDE PREVIOUSLY CONFIRMED SPACE, SUBSTITUTION OF A DIFFERENT TYPE OF EQUIPMENT OR DIFFERENT CLASS OF SERVICE BY CARRIER, MISSED CONNECTIONS, POSTPONEMENT OR DELAY OF FLIGHT, OMISSION OF A SCHEDULED STOP, OR REMOVAL OR REFUSAL TO CARRY UNDER CONDITIONS PRESCRIBED IN RULE 25.

INVOLUNTARY REFUNDS WILL BE COMPUTED AS FOLLOWS:

- (1) WHEN NO PORTION OF THE TRIP HAS BEEN MADE, THE AMOUNT OF REFUND WILL BE EQUAL TO THE FARE PAID.
- (2) WHEN A PORTION OF THE TRIP HAS BEEN MADE, THE AMOUNT OF REFUND WILL BE:
 - (A) EITHER AN AMOUNT EQUAL TO THE ONE-WAY FARE LESS THE SAME RATE OF DISCOUNT, IF ANY, THAT WAS APPLIED IN COMPUTING THE ORIGINAL ONE-WAY FARE (OR ON ROUND, ONE-HALF OF THE ROUND TRIP FARE) AND CHARGES APPLICABLE TO THE UNUSED TRANSPORTATION FROM THE POINT OF TERMINATION TO THE DESTINATION OR STOPOVER POINT NAMED ON THE TICKET OR TO THE POINT AT WHICH TRANSPORTATION IS TO RESUME, VIA:
 - (I) THE ROUTING SPECIFIED ON THE TICKET, IF THE POINT OF TERMINATION WAS ON SUCH ROUTING; OR
 - (II) THE ROUTING OF ANY CARRIER OPERATING

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

BETWEEN SUCH POINTS, IF THE POINT OF TERMINATION WAS NOT ON THE ROUTING SPECIFIED ON THE TICKET; IN SUCH CASE THE AMOUNT OF REFUND WILL BE BASED ON THE LOWEST FARE APPLICABLE BETWEEN SUCH POINTS; OR

- (B) THE DIFFERENCE BETWEEN THE FARE PAID AND THE FARE FOR THE TRANSPORTATION USED, WHICHEVER IS HIGHER.

EXCEPTION: WHEN A PASSENGER HOLDING A TICKET FOR CARRIER FOR A HIGHER CLASS OF SERVICE BETWEEN AN ORIGIN AND A DESTINATION IS REQUIRED BY CARRIER TO USE A LOWER CLASS OF SERVICE FOR ANY PORTION OF SUCH CARRIAGE, THE AMOUNT OF REFUND WILL BE AS FOLLOWS:

- (1) FOR ONE-WAY TICKETS: THE DIFFERENCE BETWEEN THE FARE FOR THE HIGHER CLASS SERVICE AND THE FARE FOR THE LOWER CLASS OF SERVICE BETWEEN THE POINTS WHERE THE LOWER CLASS SERVICE IS USED;

- (2) FOR ROUND TRIP OR OPEN-JAW TICKETS: THE DIFFERENCE BETWEEN 50 PERCENT OF THE ROUND TRIP FARE FOR THE HIGHER CLASS OF SERVICE AND 50 PERCENT OF THE ROUND TRIP FARE FOR THE LOWER CLASS OF SERVICE BETWEEN THE POINTS WHERE THE LOWER CLASS OF SERVICE IS USED.

FOR THE PURPOSE OF THIS EXCEPTION FARES ARE PUBLISHED IN THE FOLLOWING DESCENDING ORDER OF CLASSES OF SERVICE.

(A) BUSINESS CLASS FARES.

(B) ECONOMY CLASS, TOURIST CLASS, OR COACH CLASS FARES.

- (3) THE SERVICE CHARGE PROVIDED FOR IN RULE 60 HEREIN, WILL NOT BE ASSESSED, AND ANY COMMUNICATION EXPENSES PAID BY THE PASSENGER IN THE ACCORDANCE WITH RULE 60 WILL BE REFUNDED, OR IF SUCH EXPENSE AT THE TIME HAS NOT BEEN COLLECTED BY CARRIER, ITS COLLECTION WILL BE WAIVED, EXCEPT AS OTHERWISE PROVIDED IN RULE 25.

- (E) VOLUNTARY REFUNDS

FOR THE PURPOSE OF THIS PARAGRAPH, THE TERM "VOLUNTARY REFUND" SHALL MEAN ANY REFUND OF A TICKET OR PORTION THEREOF OTHER THAN AN INVOLUNTARY REFUND, AS DESCRIBED IN PARAGRAPH (D) OF THIS RULE. VOLUNTARY REFUNDS SHALL BE COMPUTED AS FOLLOWS:

- (1) IF NO PORTION OF THE TICKET HAS BEEN USED, REFUND WILL BE THE FULL AMOUNT OF THE FARE PAID, LESS ANY CANCELLATION PENALTY, APPLICABLE SERVICE CHARGE AND COMMUNICATION EXPENSES, OR

- (2) IF A PORTION OF A TICKET HAS BEEN USED, REFUND

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

WILL BE MADE IN AN AMOUNT EQUAL TO THE DIFFERENCE, IF ANY, BETWEEN THE FARE PAID AND THE APPLICABLE FARE BETWEEN THE POINTS BETWEEN WHICH THE TICKET HAS BEEN USED, LESS ANY APPLICABLE SERVICE CHARGE AND COMMUNICATION EXPENSES.

- (3) WHEN THE REFUNDING OF ANY PORTION OF A TICKET WOULD RESULT IN THE USE OF SUCH TICKET BETWEEN ANY POINTS WHERE THE CARRIAGE OF TRAFFIC IS PROHIBITED THE REFUND, IF ANY, WILL BE DETERMINED AS IF SUCH TICKET HAD BEEN USED TO A POINT BEYOND WHICH WOULD NOT RESULT IN THE VIOLATION OF CARRIER'S OPERATING RIGHTS OR PRIVILEGES. THE PASSENGER WILL BE REFUNDED THE DIFFERENCE BETWEEN THE FARE PAID FROM THE POINT OF ORIGIN TO SUCH FARTHER POINT AND THE TOTAL FARE PAID, LESS ANY APPLICABLE CHARGES.
- (4) A PENALTY FOR VOLUNTARY CANCELLATION SHALL NOT APPLY AND THE TOTAL AMOUNT PAID SHALL BE REFUNDED IF SUCH CANCELLATION IS MADE AFTER AN INCREASE IN THE FARE IS MADE APPLICABLE TO THE PASSENGER'S TICKET BETWEEN THE TIME OF THE INITIAL PAYMENT AND THE DATE OF TRAVEL.
- (5) SERVICE CHARGES
- (A) B6 WILL INTRODUCE A NEW REFUND SERVICE CHARGE APPLICABLE TO ALL VOLUNTARY REFUND TRANSACTIONS MADE VIA TICKET OFFICE, DIRECT SALES SERVICE CENTERS, ANY TRAVEL AGENT REFUND APPLICATIONS ADDRESSED TO AND PROCESSED BY ANY B6 OFFICE AND ANY RETROACTIVE CORRECTIONS OF TRAVEL AGENCY REFUNDS NOTICED BY B6 REVENUE ACCOUNTING AUDIT. THE CHARGE WILL BE UP TO \$360 CAD PER TICKET, EXCEPT AS PROVIDED FOR IN THE FARE RULES.
- (B) PASSENGERS REQUESTING ACCEPTANCE/REISSUANCE OF TICKETS/MCOS MUST DO SO NO LATER THAN THE DATE OF EXPIRATION OF THE DOCUMENT. A TICKET IS CONSIDERED AS EXPIRED ONE YEAR AFTER THE DATE OF ISSUE OR ONE YEAR AFTER COMMENCEMENT OF TRAVEL, WHICHEVER IS LATER. AN MCO IS CONSIDERED EXPIRED ONE YEAR AFTER DATE OF ISSUE. IN THE EVENT THAT EXPIRED DOCUMENTS ARE PRESENTED BY THE PASSENGER TO BE USED AS PART OR FULL PAYMENT FOR A NEW TICKET, THEY ARE SUBJECT TO A HANDLING CHARGE. THE HANDLING CHARGE IS THE GREATER OF 10 PERCENT OF THE REFUNDABLE AMOUNT OR \$360 CAD OR EQUIVALENT PER DOCUMENT. AGAINST EACH EXPIRED DOCUMENT (TICKETS/MCOS) AN MCO MUST ALWAYS BE ISSUED AND THE HANDLING CHARGE MUST BE DEDUCTED FROM IT PRIOR TO

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

APPLYING THE REFUNDABLE AMOUNT TOWARDS A NEW TICKET OR MCO.

(F) LOST TICKET

THE FOLLOWING PROVISIONS WILL GOVERN REFUND OF A LOST TICKET OR UNUSED PORTION THEREOF:

- (1) WHEN A LOST TICKET OR PORTION THEREOF IS NOT FOUND, REFUND AS STIPULATED WILL BE MADE UPON RECEIPT OF PROOF OF LOSS SATISFACTORY TO CARRIER AND AFTER RECEIPT OF WRITTEN REQUEST FOR REFUND FROM THE PASSENGER. REFUND WILL ONLY BE MADE PROVIDED THAT THE LOST TICKET OR PORTION THEREOF HAS NOT BEEN HONORED FOR TRANSPORTATION OF, OR REFUNDED, UPON SURRENDER BY ANY PERSON PRIOR TO THE TIME THE REFUND IS MADE AND FURTHER PROVIDED THAT THE PASSENGER AGREES TO INDEMNIFY AND HOLD CARRIER HARMLESS AGAINST ANY AND ALL LOSS, DAMAGE, CLAIM OR EXPENSE, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY FEES, WHICH CARRIER MAY SUFFER OR INCUR BY REASON OF THE MAKING OF SUCH REFUND AND/OR THE SUBSEQUENT PRESENTATION OF SAID TICKET(S) FOR TRANSPORTATION OR REFUND OR ANY OTHER USE WHATSOEVER.

EXCEPTION: REFUND WILL NOT BE MADE IN LESS THAN 6 MONTHS AFTER RECEIPT OF PROOF OF LOSS SATISFACTORY TO CARRIER.

- (2) REFUND WILL BE MADE ON ONE OF THE FOLLOWING BASES, WHICHEVER IS APPLICABLE:
- (A) IF NO PORTION OF THE TICKET HAS BEEN USED, AND:
- (I) THE PASSENGER HAS NOT PURCHASED A REPLACEMENT TICKET, REFUND WILL BE THE FULL AMOUNT OF THE FARE PAID.
- (II) THE PASSENGER HAS PURCHASED A REPLACEMENT TICKET, THE CARRIER WHICH ISSUED THE ORIGINAL TICKET WILL REFUND TO THE PASSENGER THE FARE PAID FOR SUCH REPLACEMENT TICKET.
- (B) IF A PORTION OF THE TICKET HAS BEEN USED, AND
- (I) THE PASSENGER HAS NOT PURCHASED A REPLACEMENT TICKET, REFUND WILL BE MADE IN AN AMOUNT EQUAL TO THE DIFFERENCE, IF ANY, BETWEEN THE FARE PAID AND THE APPLICABLE FARE BETWEEN THE POINTS BETWEEN WHICH THE TICKET HAS BEEN ACTUALLY USED:
- (II) THE PASSENGER HAS PURCHASED A REPLACEMENT TICKET, THE CARRIER WHICH ISSUED THE ORIGINAL TICKET WILL REFUND THE FARE PAID FOR SUCH REPLACEMENT TICKET.

- (3) THE FOREGOING PROVISIONS SHALL ALSO APPLY TO LOST

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

MISCELLANEOUS CHARGES ORDERS, DEPOSIT RECEIPTS AND EXCESS BAGGAGE TICKETS.

- (4) A SERVICE CHARGE AS INDICATED BELOW WILL BE IMPOSED PER CASE FOR HANDLING SUCH REQUEST FOR REFUND OR REPLACEMENT OF PASSENGER TICKETS, MISCELLANEOUS CHARGES ORDERS (MCO), EXCESS BAGGAGE TICKETS, STATED IN USD/CAD (OR THE EQUIVALENT LOCAL CURRENCY):

PASSENGER TICKETS/EXCESS BAGGAGE TICKETS/MCO'S
PER CASE

UP TO \$360 CAD

NOTE: B6 WILL ASSESS THIS HANDLING CHARGE FOR REFUNDING OR REPLACING, WHOLLY OR PARTLY, LOST, MISSING, MISLAID, STOLEN PASSENGER TICKETS, MISCELLANEOUS CHARGES ORDERS OR EXCESS BAGGAGE TICKETS ON A PER-CASE BASIS, NOT PER EACH TICKET MCO. A CASE MEANS A REQUEST SUBMITTED:

- (A) FOR AN INDIVIDUAL PASSENGER, AND INVOLVING ONE OR MORE TICKET(S) MCO(S), EXCESS BAGGAGE TICKET(S).
- (B) AT THE SAME TIME (NEEDING ONLY ONE TELEX MESSAGE TO THE ISSUING OFFICE), FOR A FAMILY OR GROUP OF PASSENGERS TRAVELLING TOGETHER AND INVOLVING ONE OR MORE TICKET(S), MCO(S), EXCESS BAGGAGE TICKET(S) PER PASSENGER. THUS A NUMBER OF PASSENGERS TRAVELLING TOGETHER WHO REQUEST AT THE SAME TIME, REPLACEMENT OF THEIR LOST TRAVEL DOCUMENTS, WILL BE CHARGED UP TO \$360 CAD IN TOTAL, EVEN THROUGH MORE THAN ONE DOCUMENT PER PASSENGER MAY BE INVOLVED.

0115 BAGGAGE REGULATIONS (APPLICABLE FOR TRANSPORTATION TO/FROM CANADA/USA)

- * (A) EXCEPT AS PROVIDED FOR IN APPLICABLE FARE RULES, NO
* PASSENGER IS ENTITLED TO A FREE BAGGAGE ALLOWANCE.
* MAXIMUM DIMENSIONS 158 CM (62 IN), MAXIMUM HANDLING
* WEIGHT 23 KG (50 LBS). IF EXCEEDING 23 KG (50 LBS) THE
* PIECE OF BAGGAGE MUST BE CHECKED AS AIR CARGO AT THE
* SPECIFIED CARGO RATES.
* BUSINESS CLASS 2X23KG
* ECONOMY CLASS 1X23KG, EXCEPT SUBJECT TO ADDITIONAL FEES
* TRAVEL BETWEEN US/CA/MX AND THE DOMINICAN
* REPUBLIC, HAITI OR TRINIDAD AND TOBAGO 2X23 KG
* EXCLUDING OVERSIZED (OVER SIXTY-TWO (62) INCHES IN

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* OVERALL DIMENSIONS) OR OVERWEIGHT (OVER FIFTY (50)
 * POUNDS) BAGGAGE
 * - TRAVEL BETWEEN US/CA/MX AND PERU
 * 2X23KG
 * (B) FREE CARRY ON ITEMS
 * (1) IN ADDITION TO THE CHECKED BAGGAGE ALLOWANCE, EACH
 * PASSENGER MAY CARRY WITHOUT ADDITIONAL CHARGES
 * HAND BAGGAGE SUITABLE FOR PLACEMENT IN THE CLOSED
 * OVERHEAD RACK OR UNDER THE PASSENGER'S SEAT WITH
 * MAXIMUM DIMENSIONS SPECIFIED BY THE CARRIER.
 * (A) MAXIMUM DIMENSIONS FOR ONE PIECE 55X40X20 CM
 * (22X15X8 INCHES), MAXIMUM WEIGHT 8 KG (18
 * LB), E.G. BRIEF CASE, BOARDCASE, TRAVEL BAG,
 * ATTACHE CASE. THE SIZE OF ONE CARRY-ON ITEM
 * SHALL NOT EXCEED THE OVERALL DIMENSIONS OF
 * 115 CM (45 INCHES) OR ONE FOLDABLE GARMENT
 * BAG (MAX DIMENSIONS 57X54X15 CM/22X21X6
 * INCHES).
 * (B) THE STANDARD ALLOWANCE PER COMPARTMENT IS
 * BUSINESS CLASS 2 PIECES AND ECONOMY
 * CLASS 1 PIECE OF CARRY ON FOR INTERNATIONAL
 * FLIGHTS.
 * (2) PEOPLE WITH DISABILITIES MAY CARRY FREE OF CHARGE
 * ONE WHEELCHAIR AND/OR OTHER ASSERTIVE DEVICES THEY
 * ARE DEPENDENT ON.
 * (C) EXCESS BAGGAGE CHARGES
 * EXCESS BAGGAGE IS COLLECTED AS FLAT CHARGES. FLAT
 * CHARGES ARE THROUGH RATES AS LONG AS THE ONWARD
 * CONNECTING FLIGHT IS IN THE SAME TICKET. SUCH A FLAT
 * CHARGE APPLIES PER PIECE. FOR EACH OCCURRENCE ONE
 * CHARGE
 * APPLIES; MULTIPLE OCCURRENCES HAVE TO BE ADDED.
 * EXCESS BAGGAGE CHARGES PIECE CONCEPT PER PIECE
 * DEFINITIONS:
 * STANDARD WEIGHT: 23 KG (50 LB.)
 * STANDARD SIZE: 158 CM (62 IN) (H PLUS L PLUS W)
 * HEAVY: 24-32 KG (51-70 LB)
 * OVERSIZED: OVER 158 CM (62 IN)
 * SECOND PIECE: MAXIMUM 23 KG (50 LB) AND 158 CM
 * (62 IN)
 * EXTRA PIECE: MAXIMUM 23 KG (50 LB) AND 158 CM
 * (62 IN)
 * EXTRA PIECE HEAVY: 24-32 KG (51-70 LB, MAXIMUM 158 CM
 * (62 IN)
 * EXTRA PIECE
 * OVERSIZED: MAXIMUM 23 KG (50 LB), OVER 158 CM
 * (OVER 62 IN)
 * ECONOMY CLASS: WITHIN-USA AND WITHIN THIRD
 * COUNTRIES
 * BETWEEN CA/MX/US AND CA/MX/US
 * BETWEEN CA/MX/US AND ALL OTHER

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

ISSUE DATE
 February 5, 2019

EFFECTIVE DATE
 February 6, 2019

* COUNTRIES:
 * CAD
 * FIRST PIECE: UP TO \$84 CAD
 * FIRST PIECE HEAVY: UP TO \$300 CAD
 * FIRST PIECE
 * OVERSIZED: UP TO \$300 CAD
 * SECOND PIECE: UP TO \$102 CAD
 * SECOND PIECE HEAVY: UP TO \$300 CAD
 * SECOND PIECE
 * OVERSIZED: UP TO \$300 CAD
 * SECOND PIECE HEAVY
 * AND OVERSIZED: UP TO \$360 CAD
 * EXTRA PIECE: UP TO \$300 CAD
 * EXTRA PIECE HEAVY: UP TO \$360 CAD
 * EXTRA PIECE
 * OVERSIZED UP TO \$360 CAD
 * EXTRA PIECE HEAVY
 * AND OVERSIZED: UP TO \$480 CAD
 * ALL EXCESS BAGGAGE MUST BE ASSESSED AND CHARGED FOR
 * PRIOR TO THE BOARDING OF THE AIRCRAFT BY THE PASSENGER
 * TO THE NEXT POINT OF STOPOVER:
 * - IN EFFECT ON THE DATE OF ISSUANCE OF THE EXCESS
 * BAGGAGE TICKET
 * - IN THE DIRECTION OF TRAVEL
 * - PER CHECKED PORTION: FROM THE POINT FOR WHICH THE
 * CHECKED BAGGAGE ALLOWANCE IS EXCEEDED TO THE FIRST
 * POINT AT WHICH THE BAGGAGE IS COLLECTED (EXCLUDING
 * ANY TRANSFER POINTS)
 * - THROUGH CHARGES ARE NOT APPLICABLE FOR SPLIT
 * TICKETING.
 * - LOCAL CURRENCY RATE OTHERS THAN EUR/USD/CAD SHALL BE
 * BASED ON THE EUR CONVERSION AND ROUNDED.
 * (D) INTERLINING
 * (1) FOR TRAVEL TO/FROM CANADA/USA AS DETERMINED BY THE
 * CTA AND US DOT (EFFECTIVE TO/FROM CANADA FOR
 * TICKETS ISSUED ON/AFTER APRIL 1, 2015
 * (A) APPLICABILITY
 * THIS RULE IS APPLICABLE TO ALL
 * INTERLINE ITINERARIES ISSUED ON A
 * SINGLE TICKET WHOSE ORIGIN, ULTIMATE
 * TICKETED DESTINATION OR FURTHEST
 * CHECKED POINT IN THE ITINERARY IS IN
 * THE US OR CANADA. IT ESTABLISHES HOW
 * B6 WILL DETERMINE WHICH CARRIER'S
 * BAGGAGE RULES APPLY TO ANY PASSENGER'S
 * ENTIRE INTERLINE ITINERARY.
 * (B) GENERAL
 * FOR THE PURPOSE OF INTERLINE BAGGAGE
 * ACCEPTANCE:
 * (I) THE CARRIER WHOSE DESIGNATOR
 * CODE IS IDENTIFIED ON THE

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

* FIRST SEGMENT OF THE
 * PASSENGER'S INTERLINE TICKET
 * WILL BE KNOWN AS THE SELECTING
 * CARRIER.
 * (II) ANY CARRIER WHO IS IDENTIFIED
 * AS PROVIDING INTERLINE
 * TRANSPORTATION TO THE
 * PASSENGER BY VIRTUE OF THE
 * PASSENGER'S TICKET WILL BE
 * KNOWN AS A PARTICIPATING
 * CARRIER.
 * (C) BAGGAGE RULE DETERMINATION BY SELECTING
 * CARRIER
 * (I) CHECKED BAGGAGE
 * THE SELECTING CARRIER WILL:
 * (AA) SELECT AND APPLY ITS OWN
 * BAGGAGE RULES AS SET OUT IN
 * ITS TARIFF TO THE ENTIRE
 * INTERLINE ITINERARY, OR;
 * (BB) SELECT THE MOST SIGNIFICANT
 * CARRIER, AS DETERMINED BY IATA
 * RESOLUTION 302 AND
 * CONDITIONED BY THE CANADIAN
 * TRANSPORTATION AGENCY, IN
 * ORDER FOR THAT CARRIER'S
 * BAGGAGE RULES, AS ESTABLISHED
 * IN ITS TARIFF, TO APPLY TO THE
 * ENTIRE INTERLINE ITINERARY.
 * THE CARRIER IDENTIFIED BY
 * MEANS OF AA) OR BB) WILL BE
 * KNOWN AS THE SELECTED CARRIER.
 * WHEN SELECTED, B6 WILL APPLY
 * ITS OWN BAGGAGE RULES
 * REGARDLESS OF STOPOVERS TO THE
 * ENTIRE INTERLINE ITINERARY AS
 * SET OUT IN THIS RULE 0115.
 * (II) CARRY-ON BAGGAGE (HAND
 * BAGGAGE)
 * EACH OPERATING CARRIER'S CARRY-ON
 * BAGGAGE ALLOWANCES WILL APPLY TO
 * EACH
 * FLIGHT SEGMENT IN AN INTERLINE
 * ITINERARY. NOTWITHSTANDING, THE
 * CARRY-ON BAGGAGE CHARGES THAT WILL
 * APPLY TO THE ENTIRE INTERLINE
 * ITINERARY WILL BE THOSE OF THE
 * SELECTED CARRIER.
 * (III) BAGGAGE RULE APPLICATION BY
 * PARTICIPATING CARRIER
 * WHERE B6
 * IS NOT THE SELECTED CARRIER ON

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

* AN INTERLINE ITINERARY BUT IS
 * A PARTICIPATING CARRIER THAT
 * IS PROVIDING TRANSPORTATION TO
 * THE PASSENGER BASED ON THE
 * TICKET ISSUED, THE CARRIER
 * WILL APPLY AS ITS OWN THE
 * BAGGAGE RULES OF THE SELECTED
 * CARRIER THROUGHOUT THE
 * INTERLINE ITINERARY.

- * (D) DISCLOSURE OF BAGGAGE RULES
- * SUMMARY PAGE AT THE END OF A
- * PURCHASE AND E-TICKET DISCLOSURE
- * (I) FOR BAGGAGE RULE PROVISIONS
- * RELATED TO A PASSENGER'S 1ST
- * AND 2ND CHECKED BAG AND THE
- * PASSENGER'S CARRY-ON BAGGAGE
- * (I.E., THE PASSENGER'S
- * "STANDARD" BAGGAGE ALLOWANCE),
- * WHEN B6 SELLS AND ISSUES A
- * TICKET FOR AN INTERLINE
- * ITINERARY, IT WILL DISCLOSE TO
- * THE PASSENGER ON ANY SUMMARY
- * PAGE AT THE END OF AN OLINE
- * PURCHASE AND ON
- * THE PASSENGER'S
- * ITINERARY/RECEIPT AN E-TICKET
- * AT THE TIME OF TICKETING THE
- * BAGGAGE INFORMATION RELEVANT
- * TO THE PASSENGER ITINERARY AS
- * SET OUT IN (II) BELOW. THE
- * DISCLOSE INFORMATION WILL
- * REFLECT THE BAGGAGE RULES OF
- * THE SELECTED CARRIER.
- * (II) THE CARRIER WILL DISCLOSE THE
- * FOLLOWING INFORMATION:
- * (AA) NAME OF THE CARRIER WHOSE
- * BAGGAGE RULES APPLY;
- * (BB) PASSENGER'S FREE BAGGAGE
- * ALLOWANCE AND/OR
- * APPLICABLE FEES;
- * (CC) SIZE AND WEIGHT LIMITS OF
- * THE BAGS, IF APPLICABLE;
- * (DD) TERMS AND CONDITIONS THAT
- * WOULD ALTER OR IMPACT A
- * PASSENGER'S STANDARD
- * BAGGAGE ALLOWANCES AND
- * CHARGES (E.G. FREQUENT
- * FLYER STATUS, OTHER
- * STATUS, EARLY CHECK-IN
- * AND PRE-PURCHASING
- * BAGGAGE ALLOWANCES)

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- * (EE) EXISTENCE OF ANY
- * EMBARGOES THAT MAY BE
- * APPLICABLE TO THE
- * PASSENGER'S ITINERARY;AND
- * (FF) APPLICATION OF BAGGAGE
- * ALLOWANCES AND CHARGES
- * (I.E., WHETHER THEY ARE
- * APPLIED ONCE PER
- * DIRECTION OR IF THEY ARE
- * APPLICABLE AT EACH
- * STOPOVER POINT).
- * (III) THE CARRIER WILL PROVIDE THIS
- * INFORMATION IN TEXT FORMAT ON
- * THE PASSENGER'S E-TICKET
- * CONFIRMATION. ANY FEE
- * INFORMATION PROVIDED FOR
- * CARRY-ON BAGS AND THE FIRST
- * AND SECOND CHECKED BAG WILL BE
- * EXPRESSED AS SPECIFIC CHARGES.
- * (IV) WEB SITE DISCLOSURE
- * THE CARRIER WILL DISCLOSE ON
- * ITS WEB SITE, IN A CONVIENT
- * AND PROMINENT LOCATION, A
- * COMPLETE AND COMPREHENSIVE
- * SUMMARY OF ALL OF THE
- * CARRIER'S OWN BAGGAGE RULES,
- * INCLUDING INFORMATION
- * CONCERNING:
- * (AA) THE MAXIMUM WEIGHT AND
- * DIMENSIONS OF PASSENGER
- * BAGS, IF APPLICABLE, BOTH
- * CHECKED AND UNCHECKED;
- * (BB) THE NUMBER OF CHECKED AND
- * UNCHECKED PASSENGER BAGS
- * THAT CAN BE TRANSPORTED
- * AND THE APPLICABLE
- * CHARGES;
- * (CC) EXCESS AND OVERSIZED
- * BAGGAGE CHARGES;
- * (DD) CHARGES RELATED TO CHECK
- * IN, COLLECTION AND
- * DELIVERY OF CHECKED
- * BAGGAGE;
- * (EE) ACCEPTANCE AND CHARGES
- * RELATED TO SPECIAL ITEMS,
- * E.G. SURF BOARDS, PETS,
- * BICYCLES, ETC.;
- * (FF) BAGGAGE PROVISIONS
- * RELATED TO PROHIBITED OR
- * UNACCEPTABLE ITEMS,
- * INCLUDING EMBARGOES;

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- * (GG) TERMS OR CONDITIONS THAT
- * WOULD ALTER OR IMPACT THE
- * BAGGAGE ALLOWANCES AND
- * CHARGES APPLICABLE TO
- * PASSENGERS (E.G. FREQUENT
- * FLYER STATUS, SPECIAL
- * FARE),
- * (HH) OTHER RULES GOVERNING
- * TREATMENT OF BAGGAGE AT
- * STOPOVER POINTS,
- * INCLUDING PASSENGERS
- * SUBJECT TO SPECIAL
- * BAGGAGE ALLOWANCES OR
- * CHARGES, ETC.
- * (2) TRAVEL TO THE REST OF THE WORLD (EXCLUDING US AND
- * CANADA)
- * (A) APPLICABILITY
- * THIS RULE IS APPLICABLE TO ALL
- * INTERLINE INTINERARIES ISSUED ON A
- * SINGLE TICKET WHOSE ORIGIN,
- * ULTIMATE TICKETED DESTINATION OR
- * FURTHEST CHECKED POINT IN THE
- * ITINERARY IS OUTSIDE THE US OR
- * CANADA. IT ESTABLISHES HOW THE
- * CARRIER WILL DETERMINE WHICH
- * CARRIER'S BAGGAGE RULES APPLY TO
- * ANY PASSENGER'S INTERLINE
- * ITINERARY.
- * (B) GENERAL
- * FORE THESE JOURNEYS INTERLINE
- * BAGGAGE RULES ARE DETERMINED BY
- * IATA RESOLUTION 302 WHICH
- * ESTABLISHES, FOR EACH PORTION OF A
- * PASSENGER'S ITINERARY WHERE BAGGAGE
- * IS CHECKED THROUGH TO A NEW
- * STOPOVER POINT, WHICH CARRIER WILL
- * BE PERFORMING THE MOST SIGNIFICANT
- * PART OF THE SERVICE. FOR
- * TRAVELLERS UNDER THE RESOLUTION 302
- * SYSTEM, THE BAGGAGE RULES OF THE
- * MOST SIGNIFICANT CARRIER (MSC) WILL
- * APPLY. FOR COMPLEX ITINERARIES
- * INVOLVING MULTIPLE CHECKED BAGGAGE
- * POINTS, THERE MAY BE MORE THAN ONE
- * MSC, RESULTING IN THE APPLICATION
- * OF DIFFERING BAGGAGE RULES THROUGH
- * AN ITINERARY.
- * (E) SPORTING EQUIPMENT AND SPECIAL BAGGAGE
- * (1) SPORTING EQUIPMENT SHALL NOT CONTAIN NORMAL
- * LUGGAGE ITEMS, OTHERWISE IT WILL BE TREATED AS
- * REGULAR EXCESS BAGGAGE AND CHARGED WITH THE

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- * APPLICABLE FLAT RATES.
- * (A) ALL SPORTING EQUIPMENT IS INCLUDED IN THE
- * FREE BAGGAGE ALLOWANCE AND WILL ONLY BE
- * CHARGED WHEN EXCEEDING EITHER THE WEIGHT PER
- * PIECE OR NUMBER OF PERMITTED PIECES.
- * (B) ONE SET OF SKI EQUIPMENT IS PERMITTED FREE OF
- * CHARGE WORLDWIDE.
- * (C) WHEN EXCEEDING THE FREE BAGGAGE ALLOWANCE
- * FREQUENTLY CHECKED SPORT EQUIPMENT WILL BE
- * CHARGED ACCORDING TO A TABLE OF FLAT AMOUNTS
- * ASSIGNED TO TWO CATEGORIES, "NORMAL" AND
- * 'BIG" AND CHARGED ACCORDINGLY (SEE TABLE
- * (E) (2) BELOW. ITEMS NOT INCLUDED IN THE
- * TABLE WILL BE CHARGED THE NORMAL EXCESS
- * BAGGAGE RATES.
- * (D) ITEMS THAT ARE EXPLICITLY MENTIONED IN THE
- * TABLES BELOW WILL ALWAYS BE CHARGED ACCORDING
- * TO THAT CATEGORY, IRRESPECTIVE OF THEIR SIZE
- * AND/OR WEIGHT AND EVEN IF THEY ARE BIGGER OR
- * HEAVIER.

(2) SPECIAL BAGGAGE CHARGES

TYPE OF SPORTING EQUIPMENT	INTRACONTINENTAL		
	NORMAL	BIG	CAD
GOLF	X		200
SKI	X		200
SNOWBOARD	X		200
WATERSKI	X		200
BICYCLE	X		200
TANDEM BIKE		X	400
SCUBA	X		200
SURFBOARD	X		200
BOOGIEBOARD/ BODYBOARD	X		200
KIT SURFBOARD/ WAKEBOARD	X		200
WAVEBOARD	X		200
WINDSURF		X	400
ARCHERY	X		200
BOWLING	X		200
FISHING	X		200
SPORTING/ HUNTING PLUS AMMUNITION	X		200
PARCHUTE	X		200
HANG GLIDING		X	400
SKATEBOARD	X		200
LONGBOARD		X	400
TENNIS-/ SQUASH-/ BADMINTON	X		200

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

*	ALPINIST	X	200
*	HOCKEY	X	200
*	INLINE-SKATES	X	200
*	HORSE RIDING	X	400
*	CANOE/KAYAK	X	400
*	RUBBER DINGHY	X	400
*	JAVELIN	X	200
*	POLE VAULT	X	400
*	(3) SPORTING EQUIPMENT DEFINITIONS		
*	(A) GOLFING EQUIPMENT		
*	ONE GOLF BAG INCLUDING GOLF CLUBS, BALLS AND		
*	TEES ONE PAIR OF GOLF SHOES.		
*	(B) SNOW/WATER SKI EQUIPMENT		
*	ONE PAIR OF SKIS, ONE PAIR OF SKI POLES,		
*	BOOTS, ONE SNOW BOARD, ONE PAIR OF STANDARD		
*	WATER SKIS OR ONE SLALOM WATER SKI.		
*	(C) SNOWBOARD EQUIPMENT		
*	ONE SNOWBOARD, 1 PAIR OF BOOTS (EVEN IF IN		
*	SEPARATE BAG), ONE HELMET.		
*	(D) WATERSKI EQUIPMENT		
*	ONE PAIR OF WATER SKIS OR 1 SLALOM WATER SKI.		
*	(E) BICYCLE		
*	ONE REGULAR BICYCLE (NO MOTOR/NO E-BIKE).		
*	(F) TANDEM BIKE		
*	ONE TANDEM BIKE WITH MAX 2 SEATS (NO		
*	MOTOR/NO E-BIKE).		
*	(G) SCUBA EQUIPMENT		
*	ONE DIVING MASK, B6ORKEL, FINS, WETSUIT,		
*	BCD-JACKET, REGULATOR, ONE EMPTY TANKBOTTLE,		
*	ONE LAMP (SWITCHED OFF, ENERGY SOURCE		
*	SEPARATELY PACKED, REMOVE BATTERY PROTECTED		
*	AGAINST SHORT CIRCUIT).		
*	(H) BOOGIEBOARD/BODYBOARD		
*	ONE BOARD		
*	(I) KITE SURFBORD		
*	ONE KITE, ONE BOARD		
*	(J) WAKEBOARD		
*	ONE BOARD		
*	(K) WAVEBOARD		
*	ONE BOARD, ONE SET OF BODY PROTECTION (KNEE,		
*	ARMS, ETC)		
*	ONE HELMET.		
*	(L) WINDSURF EQUIPMENT		
*	ONE BOARD, ONE SAIL, ONE BOOM, ONE MAST, ONE		
*	GEAR BAG.		
*	(M) ARCHERY EQUIPMENT		
*	ONE SET OF BOW AND ARROW PACKED IN ONE		
*	DURABLE PROTECTIVE CONTAINER.		
*	(N) BOWLING EQUIPMENT		
*	ONE BOWLING BAG, ONE BOWLING BALL, ONE PAIR		
*	OF SHOES		

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- * (O) FISHING EQUIPMENT
 * ONE TACKLE BOX OR ONE HAVERSACK OR ONE
 * ANGLER'S BASKET, ONE ROD, ONE BAG OR ONE BOX.
- * (P) SPORTING/HUNTING WEAPONS PLUS AMMUNITION
 * SPORTING/HUNTINGS GUNS, PISTOLS, RIFLES PLUS
 * AMMUNITION (ACCORDING TO IATA DGR REGULATIONS
 * AND EVEN IF PACKED IN SEPARATE BAG).
- * (Q) PARACHUTE EQUIPMENT
 * ONE SET OF PARACHUTE EQUIPMENT PACKED IN ONE
 * CONTAINER.
- * (R) HANG GLIDING EQUIPMENT
 * ONE SET OF HANG GLIDING EQUIPMENT PACKED IN
 * ONE CONTAINER.
- * (S) SKATEBOARD
 * ONE BOARD, ONE SET OF BODY PROTECTION (KNEE,
 * ARMS ETC). ONE HELMET.
- * (T) LONGBOARD
 * ONE BOARD EXCEEDING 200 CM
- * (U) TENNIS-/SQUASH-BADMINTON EQUIPMENT
 * ONE SET OF RACKETS AND BALLS PACKED IN ONE
 * BAG
- * (V) ALPINIST EQUIPMENT
 * ONE BACKPACK, ONE ICE PICK, ONE PAIR OF
 * CLIMBING IRONS.
- * (W) HOCKEY EQUIPMENT
 * ONE HOCKEY BAG, HOCKEY STICKS, ONE PAIR OF
 * ICE SKATES, ONE SET OF BODY PROTECTION (KNEE,
 * ARMS, ETC.) ONE HELMET.
- * (X) INLINE-SKATES
 * ONE PAIR OF INLINE SKATES, ONE SET OF BODY
 * PROTECTION (KNEE, ARMS, ETC.) ONE HELMET.
- * (Y) HORSE RIDING EQUIPMENT
 * ONE SADDLE, ONE SET OF HORSE HARNESS, ONE
 * HORSE WHIP, ONE PAIR RIDING BOOTS, ONE
 * BAREPACK PAD.
- * (Z) CANOE/KAYAK
 * ONE CANOE OR ONE KAYAK (NO MOTOR ATTACHED).
- * (AA) RUBBER DINGHY
 * ONE RUBBER DINGHY (NO MOTOR ATTACHED).
- * (BB) JAVELIN
 * ONE SET OF JAVELIN EQUIPMENT PACKED IN ONE
 * CONTAINER.
- * (CC) POLE VAULT EQUIPMENT
 * ONE SET OF VAULTING POLES PACKED IN 1
 * CONTAINER.
- * (4) UNCHECKED BAGGAGE USING ADDITIONAL SEAT(S)
 * "EXST"-(EXTRA SEAT) AND "CBBG" (CABIN BAGGAGE)
- * (A) UPON REQUEST AND ADVANCE ARRANGEMENT, A
 * PASSENGER WILL BE PERMITTED THE EXCLUSIVE USE
 * OF TWO ADJACENT SEATS SUBJECT TO BOOKING
 * CLASS AND SEAT AVAILABILITY. THE MAXIMUM

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- * WEIGHT IS 80 KG (175 LB) PER SEAT. THE
 * APPLICATION OF CHILDREN'S OR OTHER REBATED
 * FARES (SUCH AS INFANT, AGENT OR SPOUSE) IS
 * NOT ALLOWED.
- * (B) NO TAXES OR FEES WILL BE COLLECTED FOR THE
 * ADDITIONAL SEAT. TAXES, FEES AND CHARGES,
 * WHERE APPLICABLE, WILL BE COLLECTED FOR SUCH
 * INDIVIDUAL PASSENGER.
- * (C) THE FREE BAGGAGE ALLOWANCE FOR SUCH PASSENGER
 * WILL BE TWICE THE NORMAL ALLOWANCE.
- * (5) FIREARMS AND AMMUNITION
 * SPORTING AND HUNTING WEAPONS AND AMMUNITION HAVE
 * TO BE DECLARED AND WILL BE HANDLED AS SPORTING
 * EQUIPMENT AND CHARGED, WHEN PACKED IN A SPECIAL
 * LUGGAGE FOR WEAPONS.
 * SMALL WEAPONS WHICH ARE PACKED IN THE REGULAR
 * LUGGAGE AND REMAIN WITHIN THE FREE BAGGAGE
 * ALLOWANCE WILL NOT BE CHARGED.
 * FIREARMS AND AMMUNITION FOR HUNTING AND SPORTING
 * PURPOSES MAY ONLY BE ACCEPTED AS CHECKED BAGGAGE.
 * FIREARMS MUST BE UNLOADED AND SUITABLY PACKED.
 * EXCEPT: THIS SHALL NOT APPLY TO POLICE OFFICERS
 * WHO, IN PERFORMANCE OF THEIR OFFICIAL DUTIES, ARE
 * REQUIRED TO CARRY ARMS. DURING THE FLIGHT THEY
 * SHALL HAND OVER THEIR ARMS TO THE PILOT IN
 * COMMAND. CARRIAGE OF AMMUNITION IS SUBJECT TO
 * ICAO AND IATA REGULATIONS. PLEASE CHECK THE
 * REQUIREMENTS FOR DANGEROUS GOODS TRANSPORTATION.
- * (6) ANIMALS
 * (A) "AVIH" (ANIMAL IN HOLD/CARGO COMPARTMENT)
 * AVIH SHALL NOT BE CARRIED BY B6
 * (B) "PETC" (PET IN CABIN)
 * ACCOMPANIED PETS AND CONTAINER SHALL NOT BE
 * INCLUDED IN THE FREE BAGGAGE ALLOWANCE AND
 * NORMAL EXCESS BAGGAGE RATES APPLY. THE
 * MAXIMUM WEIGHT FOR ONE PETC CONTAINER
 * INCLUDING A PET IS 8 KG (18 LB); THE MAXIMUM
 * DIMENSIONS ARE 115 CM (45 INCHES).
 * PER PERSON MAXIMUM OF 1 PET BOX IS PERMITTED.
 * ONE DOG FOR BLIND OR DEAF PASSENGER OR
 * COMPARABLE SERVICES DOG IS FREE.
 * (C) ANIMAL CHARGES
 * ANIMALS ARE EXCLUDING FREE BAGGAGE ALLOWANCE
 * AND ALWAYS TO BE CHARGED.
 * SMALL: PETC MAX 8 KG
 * (I) DOMESTIC WITHIN US, WITHIN
 * THIRD COUNTRIES UP TO \$240 CAD
 * (II) INTRACONTINENTAL UP TO \$240 CAD
 * (III) INTERCONTINENTAL UP TO \$240 CAD
 * MEDIUM: AVIH SIZE 1
 * (I) DOMESTIC WITHIN US, WITHIN

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

* THIRD COUNTRIES NOT PERMITTED
 * (II) INTRACONTINENTAL NOT PERMITTED
 * (III) INTERCONTINENTAL NOT PERMITTED
 * LARGE: AVIH SIZES 2 TO 4
 * (I) DOMESTIC WITHIN US, WITHIN
 * THIRD COUNTRIES NOT PERMITTED
 * (II) INTRACONTINENTAL NOT PERMITTED
 * (III) INTERCONTINENTAL NOT PERMITTED
 * (F) GENERAL BAGGAGE CONDITIONS
 * (1) BAGGAGE ALLOWANCE
 * EXCEPT AS PROVIDED FOR IN APPLICABLE FARE RULES, NO
 * PASSENGER IS ENTITLED TO A FREE BAGGAGE ALLOWANCE
 * WHERE THE FARE RULES PROVIDE FOR A FREE BAGGAGE
 * ALLOWANCE, THE WEIGHT OF EACH PIECE OF BAGGAGE MAY
 * NOT EXCEED 23 KG (50 LB) PER PASSENGER AND PER
 * FLIGHT.
 * (2) EXCESS BAGGAGE
 * IN CASE OF BAGGAGE IN EXCESS OF THE BAGGAGE
 * ALLOWANCE PASSENGER HAS TO PAY THE CHARGES AS
 * SET OUT IN THIS TARIFF AND A PRE-RESERVATION IS
 * MANDATORY.
 * (3) CHECKED BAGGAGE
 * UPON DELIVERY OF BAGGAGE TO BE CHECKED, B6 SHALL
 * TAKE CUSTODY THEREOF. B6 WILL THEREUPON MAKE AN
 * APPROPRIATE ENTRY INDICATING THE NUMBER OF PIECES
 * AND THE WEIGHT OF THE CHECKED BAGGAGE ON THE
 * TICKET TO CONSTITUTE THE ISSUE OF THE BAGGAGE
 * CHECK. BAGGAGE (IDENTIFICATION) TAGS MAY BE
 * ISSUED BY B6 IN ADDITION TO THE BAGGAGE CHECK.
 * THEY ARE FOR IDENTIFICATION PURPOSES ONLY.
 * (A) CHECKED BAGGAGE MUST BEAR THE PASSENGER'S
 * NAME OR OTHER PERSONAL IDENTIFICATION AFFIXED
 * TO IT.
 * (B) CHECKED BAGGAGE WILL BE CARRIED ON THE SAME
 * AIRCRAFT AS THE PASSENGER, UNLESS B6 AND/OR A
 * SUBSEQUENT CARRIER DECIDE FOR SAFETY,
 * SECURITY OR OPERATIONAL REASONS TO CARRY IT
 * ON AN ALTERNATIVE FLIGHT. IF CHECKED BAGGAGE
 * IS CARRIED ON A SUBSEQUENT FLIGHT, IT WILL BE
 * DELIVERED TO THE PASSENGER'S SPECIFIED
 * ADDRESS, UNLESS APPLICABLE LAW REQUIRES ANY
 * CUSTOMS CLEARANCE.
 * (C) ITEMS NOT TO BE INCLUDED IN CHECKED BAGGAGE:
 * (I) MONEY, JEWELRY, PRECIOUS METALS,
 * COMPUTERS (LAPTOPS, PCS) PERSONAL
 * ELECTRONIC DEVICES, NEGOTIABLE PAPERS,
 * SECURITIES OR OTHER VALUABLES, BUSINESS
 * DOCUMENTS, PASSPORTS AND OTHER
 * IDENTIFICATION DOCUMENTS OR SAMPLES.
 * (II) IF DESPITE BEING PROHIBITED, ANY ITEMS
 * REFERRED TO ABOVE ARE INCLUDED IN A

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

* PASSENGER'S UNCHECKED BAGGAGE, B6 SHALL
 * NOT BE RESPONSIBLE FOR ANY LOSS OR
 * DAMAGE
 * OF SUCH ITEMS EXCEPT TO THE EXTENT
 * PROVIDED IN THE CONVENTION.
 * (III) FOR THE PURPOSE OF INTERNATIONAL
 * CARRIAGE GOVERNED BY THE CONVENTION, THE
 * LIABILITY RULES SET OUT IN THE
 * CONVENTION ARE FULLY INCORPORATED HEREIN
 * AND SHALL SUPERSEDE AND PREVAIL OVER ANY
 * PROVISIONS OF THIS TARIFF WHICH MAY BE
 * INCONSISTENT WITH THOSE RULES.
 * (4) UNCHECKED BAGGAGE
 * (A) IN ADDITION TO THE CHECKED BAGGAGE ALLOWANCE,
 * EACH PASSENGER MAY CARRY, WITHOUT ADDITIONAL
 * CHARGES, HAND BAGGAGE SUITABLE FOR PLACEMENT
 * IN THE CLOSED OVERHEAD RACK OR UNDER THE
 * PASSENGER'S SEAT. IF BAGGAGE CANNOT BE
 * STORED BY THIS MEANS OR IS OF EXCESSIVE
 * WEIGHT OR IS CONSIDERED UNSAFE FOR ANY
 * REASON, IT MUST BE CHECKED AS CHECKED BAGGAGE
 * IN THE CARGO COMPARTMENT.
 * FLIGHTS (DOMESTIC AND CONTINENTAL).
 * (B) B6 ACCEPTS:
 * (I) 2 PIECES OF CABIN BAGGAGE IN BUSINESS
 * CLASS,
 * (II) 1 PIECE OF CABIN BAGGAGE IN ECONOMY
 * CLASS,
 * (III) MAXIMUM DIMENSIONS FOR ONE PIECE
 * 55X40X20 CM (22X15X8 IN); MAX WEIGHT 8
 * KG (18 LB); E.G., BRIEFCASE, BOARDCASE,
 * TRAVEL BAG, ATTACHE CASE.
 * (IV) OR ONE FOLDABLE GARMENT BAG (MAX
 * DIMENSIONS 57X54X15 CM (22X21X6 IN).
 * (V) IN ADDITION:
 * (AA) 1 SMALL LADIES HAND BAG OR WRIST
 * BAG OR SMALL SHOULDER STRAP BAG,
 * (BB) 1 OVERCOAT OR WRAP OR BLANKET,
 * (CC) 1 UMBRELLA OR WALKING STICK,
 * (DD) 1 SMALL CAMERA,
 * (EE) 1 PAIR OF BINOCULARS,
 * (FF) A REASONABLE AMOUNT OF READING
 * MATTER FOR THE FLIGHT,
 * (GG) 1 INFANT'S CARRYING BASKET AND
 * BABY FOOD FOR CONSUMPTION DURING
 * THE FLIGHT,
 * (HH) 1 FULLY COLLAPSABLE BABY
 * PUSHCHAIR OR STROLLER (WILL BE
 * CARRIED FREE OF CHARGE EVEN IF IT
 * IS CARRIED IN THE CARGO

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- * COMPARTMENT DUE TO STOWAGE
- * PROBLEMS),
- * (II) 1 CHILD RESTRAINT DEVICE/CAR TYPE
- * INFANT SEAT PROVIDED SEAT MODEL
- * BEARES AN OFFICIAL MARKING OR
- * LABEL THAT IT HAS BEEN APPROVED
- * FOR AVIATION USE AND CHILD FARE
- * TO BE PAID. IN CASE SEAT MODEL IS
- * NOT PERMITTED, NORMAL FREE
- * BAGGAGE REGULATIONS AND EXCESS
- * BAGGAGE CHARGES APPLY.
- * (JJ) FOR A HANDICAPPED PASSENGER, IF
- * NEEDED DURING THE JOURNEY (WILL
- * BE CARRIED FREE OF CHARGE EVEN IF
- * IT IS CARRIED IN THE CARGO
- * COMPARTMENT):
- * - 1 WHEELCHAIR (ONLY IN THE
- * CARGO COMPARTMENT)
- * - 1 PAIR OF CRUTCHES OR BRACES,
- * - 1 SMALL DIALYSIS EQUIPMENT.
- * FOR SELF-USE OF THE PASSENGER
- * (ONLY IN THE
- * CARGO COMPARTMENT).
- * - 1 OTHER ORTHOPEDIC DEVICE.
- * (C) ITEMS NOT TO BE INCLUDED IN UNCHECKED
- * BAGGAGE:
- * (I) GUNS, FIREARMS AND WEAPONS: ANY OBJECTS
- * CAPABLE, OR APPEARING CAPABLE OF
- * DISCHARGING A PROJECTILE OR CAUSING
- * INJURY.
- * FOR EXAMPLE:
- * - ALL FIREARMS AND THEIR COMPONENTS;
- * - IMITATIONS OF FIREARMS AND TOY GUNS
- * - AIR PISTOLS, RIFLES;
- * - SIGNAL FLARE PISTOLS
- * - STARTER PISTOLS
- * - CROSS BOWS
- * - HARPOONS AND SPEAR GUNS
- * - LIGHTERS SHAPED LIKE A FIREARM
- * (II) POINTED/EDGED WEAPONS AND SHARP OBJECTS:
- * POINTED OR BLADED ARTICLES CAPABLE OF
- * CAUSING INJURY.
- * FOR EXAMPLE:
- * - AXES AND HATCHETS
- * - ICE PICKS
- * - ICE SKATES
- * - LOCKABLE OR FLICK KNIVES
- * - MACHETES
- * - OPEN RAZORS AND BLADES (EXCLUDING
- * SAFETY OR DISPOSABLE RAZORS WITH BLADES
- * ENCLOSED IN CARTRIDGES)

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- * - SABRES, SWORDS
- * - SCISSORS WITH BLADES MORE THAN 6 CM IN LENGTH
- * - SKI AND WALKING/HIKING POLES
- * - TRADESMAN'S TOOLS SUCH AS BOX CUTTERS, SAWS, SCREWDRIVERS
- * (III) BLUNT INSTRUMENTS:
- * ANY BLUNT INSTRUMENT CAPABLE OF CAUSING INJURY.
- * FOR EXAMPLE:
- * - BASEBALL AND SOFTBALL BATS
- * - GOLF CLUBS
- * - HOCKEY STICKS
- * - SKATEBOARDS
- * - FISHING RODS
- * - MARTIAL ARTS EQUIPMENT, SUCH AS KNUCKLE DUSTERS, CLUBS COSHES.
- * (D) ELECTRONIC DEVICES:
- * (I) TO AVOID INTERFERENCE WITH AIRCRAFT ELECTRONIC NAVIGATION AND COMMUNICATION, EQUIPMENT OPERATION ABOARD THE AIRCRAFT, THE USE OF PORTABLE RADIO RECEIVERS, TRANSMITTERS AND TELEVISION RECEIVERS IN POSSESSION OF THE PASSENGER IS PROHIBITED.
- * (II) ALSO PROHIBITED IS THE USE OF MOBILE PHONES, WALKIE-TALKIES, LAPTOPS WITH A PRINTER OR CORDLESS MOUSE, AND REMOTE-CONTROLLED TOYS.
- * (III) THE USE OF PORTABLE TAPE/WIRE RECORDERS, HEARING AIDS, DICTAPHONES AND HEART PACEMAKERS IS PERMITTED.
- * (G) RIGHT TO REFUSE CARRIAGE
- * (1) B6 MAY REFUSE TO CARRY AS BAGGAGE:
- * (A) ANY ITEM REASONABLY CONSIDERED TO BE PROHIBITED OR UNSUITABLE FOR CARRIAGE BECAUSE OF ITS SIZE, SHAPE, WEIGHT, CONTENT, CHARACTER, FOR SAFETY OR OPERATIONAL REASONS OR THE COMFORT OF OTHER PASSENGERS OR WHICH ARE FRAGILE OR PERISHABLE HAVING REGARD TO, AMONG OTHER THINGS, THE TYPE OF AIRCRAFT BEING USED.
- * (B) ITEMS OF WHICH THE CARRIAGE IS PROHIBITED BY THE APPLICABLE LAWS, REGULATIONS OR ORDERS OF ANY STATE TO BE FLOWN FROM OR TO.
- * (C) B6 MAY REFUSE THE ACCEPTANCE OF BAGGAGE FOR CARRIAGE UNLESS IT IS IN REASONABLE CONDITION PROPERLY AND SECURELY PACKED IN SUITABLE CONTAINERS.
- * (2) DANGEROUS GOODS
- * (A) DANGEROUS GOODS ARE ARTICLES AND SUBSTANCES

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- * WHICH MAY BE A RISK TO HEALTH, SAFETY AND/OR
- * PROPERTY WHEN TRANSPORTED BY AIR.
- * (B) DANGEROUS GOODS MAY BE DIVIDED IN TWO
- * CATEGORIES:
- * (I) DANGEROUS GOODS THAT MAY NOT BE CARRIED
- * AS CABIN OR CHECKED BAGGAGE,
- * (II) DANGEROUS GOODS THAT MAY BE CARRIED
- * UNDER CERTAIN CONDITIONS.
- * (C) ITEMS THAT MAY NOT BE CARRIED AS CABIN OR
- * CHECKED BAGGAGE.
- * (I) NOT TO BE INCLUDED IN THE BAGGAGE:
- * ITEMS WHICH ARE LIKELY TO ENDANGER THE
- * AIRCRAFT OR PERSONS OR PROPERTY ON BOARD
- * THE AIRCRAFT, SUCH AS THOSE SPECIFIED IN
- * THE ICAO OR IATA DANGEROUS GOODS
- * REGULATIONS WHICH ARE AVAILABLE FROM B6
- * ON REQUEST.
- * (II) ESPECIALLY THE FOLLOWING ITEMS CANNOT BE
- * ACCEPTED:
- * (AA) BRIEFCASES AND SECURITY TYPE
- * ATTACHE CASES WITH INSTALLED ALARM
- * DEVICES; OR INCORPORATIVE LITHIUM
- * BATTERIES AND/OR PYROTECHNIC
- * MATERIAL,
- * (BB) EXPLOSIVE MUNITIONS, FIREWORKS AND
- * FLARES,
- * (CC) GASES, SUCH AS CAMPING GAS AND
- * AEROSOLS,
- * (DD) FLAMMABLE LIQUIDS, SUCH AS LIGHTER
- * FUELS, PAINTS AND THINNERS,
- * (EE) FLAMMABLE SOLIDS, SUCH AS MATCHES
- * AND ARTICLES WHICH ARE EASILY
- * IGNITED, SUBSTANCES LIABLE TO
- * SPONTANEOUS COMBUSTION, SUBSTANCES
- * WHICH ON CONTACT WITH WATER EMIT
- * FLAMMABLE GASES,
- * (FF) OXIDIZING SUBSTANCES,
- * (GG) POISONOUS (TOXIC) AND INFECTIOUS
- * SUBSTANCES,
- * (HH) RADIOACTIVE MATERIALS,
- * (II) CORROSIVES (THERMOMETERS; ACIDS;
- * ALKALIS AND WET CELL BATTERIES),
- * (JJ) MAGNETIZED MATERIALS AND
- * MISCELLANEOUS DANGEROUS GOODS AS
- * LISTED IN THE "IATA DANGEROUS
- * GOODS REGULATIONS",
- * (KK) WET CELL OR SPILLABLE BATTERIES,
- * ALSO NOT ACCEPTABLE FOR
- * INTERLINING AS CHECKED BAGGAGE.
- * DRY CELL OR NON-SPILLABLE
- * BATTERIES CAN BE INTERLINED.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- * (D) ITEMS THAT MAY BE CARRIED UNDER CERTAIN
 * CONDITIONS
 * (I) MEDICINAL OR TOILET ARTICLES (NOT MORE
 * THAN 2 KG),
 * (II) ALCOHOLIC BEVERAGES, PERFUMES (NOT MORE
 * THAN 5 LITRES),
 * (III) RADIOISOTOPIC CARDIAC PACEMAKERS OR
 * OTHER DEVICES, INCLUDING THOSE POWERED
 * BY LITHIUM BATTERIES IMPLANTED INTO A
 * PERSON OR RADIO-PHARMACEUTICALS
 * CONTAINED WITHIN THE BODY OF A PERSON AS
 * THE RESULT OF MEDICAL TREATMENT,
 * (IV) PERSONAL SMOKING MATERIALS.
 * (E) ALLOWED WITH THE APPROVAL OF THE CARRIER ONLY
 * (I) AMMUNITION (5 KG/11 LB) PER PERSON, ONLY
 * AS CHECKED BAGGAGE AND IF FOR SPORTING
 * PURPOSES.
 * EXCEPTION: SPECIAL RULES EXIST FOR
 * ARMED BODYGUARDS, ESCORTS AND LAW
 * ENFORCEMENT OFFICERS FOR WHICH THE
 * CARRIER MUST BE CONTACTED DIRECTLY.
 * (II) AVALANCHE RESCUE BACKPACK: ONLY ONE PER
 * PASSENGER.
 * (III) BATTERIES, NON-SPILLABLE: ONLY AS
 * CHECKED BAGGAGE.
 * (IV) BAROMETER OR THERMOMETER CONTAINING
 * MERCURY: ONLY AS CABIN BAGGAGE IF
 * SECURELY PACKED AND LEAK-PROOFED.
 * (V) CAMPING STOVES: ONLY AS CHECKED BAGGAGE,
 * IF COMPLETELY DRAINED OF ANY LIQUID AND
 * FUEL.
 * (VI) CARBON DIOXIDE CYLINDER (TWO), FITTED
 * INTO A SELF-INFLATING LIFE JACKET, PLUS
 * TWO SPARE CARTRIDGES.
 * (VII) DRY ICE (NOT MORE THAN 2.5 KG/5.5 LB).
 * (VIII) HEAT PRODUCING ARTICLES; E.G., DIVING
 * LAMPS, UNDERWATER TORCHES IF SWITCHED
 * OFF AND BATTERY IS REMOVED.
 * (IX) REFRIGERATED LIQUID NITROGEN (DRY
 * SHIPPER), IF FULLY ABSORBED.
 * (X) SMALL GASEOUS OXYGEN CYLINDERS (2 LITRES
 * VOLUME PER CYLINDER), OR AIR CYLINDERS
 * FOR MEDICAL USE.
 * EXCEPTION: TO/FROM/VIA U.S.A.
 * FORBIDDEN.
 * (F) PETS AND SEEING-EYE/HEARING AND OTHER SERVICE
 * ANIMALS
 * APPLICABLE FOR FLIGHTS TO/FROM CANADA.
 * (I) FOR LIVE ANIMALS (PETC) SPECIAL
 * ARRANGEMENTS WITH CARRIER AND
 * TRANSPORTATION IN A CONTAINER ARE

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

* REQUIRED. EXCESS BAGGAGE RATES ARE
 * CHARGED, WHEREBY THE TOTAL WEIGHT OF THE
 * ANIMAL AND CONTAINER IS COUNTED AND ANY
 * UNUSED PART OF THE PASSENGER'S OWN FREE
 * ALLOWANCE MAY NOT BE TAKEN INTO
 * CONSIDERATION.
 * (II) TRANSPORTATION OF PETC (DOGS OR CATS) IN
 * THE PASSENGER CABIN IS PERMITTED BY B6
 * PROVIDED THE CONTAINER CAN FIT UNDER THE
 * PASSENGER SEAT. THE TOTAL WEIGHT OF THE
 * ANIMAL AND CONTAINER MAY NOT EXCEED 8 KG
 * (18 LB).
 * (III) SEEING EYE DOGS ACCOMPANYING BLIND
 * PASSENGERS, DOGS TRAINED TO ASSIST DEAF
 * PASSENGERS OR COMPARABLE SERVICE DOGS
 * ARE CARRIED FREE OF CHARGE AND MAY BE
 * ACCEPTED IN THE CABIN, PRIOR TO
 * ARRANGEMENTS MADE WITH THE CARRIER.
 * (IV) CARRIAGE OF DOGS, CATS AND OTHER PETS IS
 * SUBJECT TO CARRIER'S APPROVAL. IT IS
 * CONTINGENT ON THE FACT THAT THE ANIMALS
 * ARE PROPERLY CRATED AND ACCOMPANIED BY
 * VALID HEALTH AND VACCINATION
 * CERTIFICATES, ENTRY PERMITS, AND OTHER
 * DOCUMENTS
 * REQUIRED BY COUNTRIES OF ENTRY OR
 * TRANSIT. B6 RESERVES THE RIGHT TO
 * DETERMINE THE MANNER OF CARRIAGE AND TO
 * LIMIT THE NUMBER OF ANIMALS WHICH MAY BE
 * CARRIED ON A FLIGHT.
 * (V) "SEEING-EYE" AND SERVICE DOGS, TOGETHER
 * WITH CONTAINERS AND FOOD WILL BE
 * CARRIED FREE OF CHARGE IN ADDITION TO
 * THE NORMAL FREE BAGGAGE ALLOWANCE.
 * (VI) ACCEPTANCE FOR CARRIAGE OF PETS OR
 * "SEEING-EYE" DOGS OR OTHER SERVICE DOGS
 * IS SUBJECT TO THE CONDITION THAT
 * PASSENGER ASSUMES FULL RESPONSIBILITY
 * FOR SUCH PET WHERE CARRIAGE IS NOT
 * SUBJECT TO THE LIABILITY RULES OF THE
 * CONVENTION.
 * (VII) B6 WILL HAVE NO LIABILITY IN RESPECT OF
 * ANY SUCH ANIMAL NOT HAVING ALL THE
 * NECESSARY DOCUMENTS FOR ENTRY INTO OR
 * PASSAGE THROUGH ANY COUNTRY UNLESS SUCH
 * DAMAGE HAS BEEN CAUSED BY CARRIER'S
 * GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
 * THE PASSENGER IS LIABLE FOR ALL DAMAGES
 * WHICH A PET MIGHT CAUSE TO OTHERS.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

0130 FARES

- (A) GENERAL
FARES/RULES APPLY FOR CARRIAGE FROM THE AIRPORT AT THE POINT OF ORIGIN TO THE AIRPORT AT THE POINT OF DESTINATION AND DO NOT INCLUDE GROUND TRANSFER SERVICE BETWEEN AIRPORT OR BETWEEN AIRPORTS AND CITY CENTRES EXCEPT WHERE RULE 35 SPECIFICALLY PROVIDES THAT SUCH GROUND TRANSFER SERVICE WILL BE FURNISHED WITHOUT ADDITIONAL CHARGE.
- (B) TRANSPORTATION ON CARRIER IS SUBJECT TO THE FARES, TAXES AND CHARGES IN EFFECT ON THE DATE ON WHICH THE CONFIRMED RESERVATION WAS MADE. IF THE RESERVATION HAS BEEN CONFIRMED AND E-TICKET ISSUED BEFORE AN INCREASE IN THE FARE BECOMES EFFECTIVE, THE RESERVATION SHALL BE HONORED FOR TRANSPORTATION AS PURCHASED. IF THE FARE DECREASES AFTER A CONFIRMED RESERVATION HAS BEEN MADE AND E-TICKET ISSUED, CARRIER WILL NOT REFUND, CREDIT OR MAKE ANY ADJUSTMENT TO THE ORIGINAL FARE.
- (C) FARES APPLY ONLY BETWEEN THE POINTS NAMED AND VIA THE ROUTING AS SHOWN IN CARRIER'S CURRENT SCHEDULE AND ARE NOT APPLICABLE TO OR FROM INTERMEDIATE POINTS.
- (D) CARRIER HAS NON-REFUNDABLE FARES AND REFUNDABLE FARES. REFUNDABLE FARES MAY NOT BE AVAILABLE ON ALL FLIGHTS. REFUNDABLE FARES ARE NOT AVAILABLE FOR GROUP RESERVATIONS. REFUNDABLE FEDERAL GOVERNMENT FARES ARE AVAILABLE ONLY TO TRAVELERS WHO UTILIZE A SMARTPAY GOVERNMENT ISSUED CREDIT CARD OR GTRS. FEDERAL GOVERNMENT FARES ARE NOT AVAILABLE TO THE GENERAL PUBLIC.
- (E) RESERVATIONS MUST BE MADE THROUGH CARRIER'S GROUP DESK WHEN FIFTEEN (15) OR MORE PASSENGERS ARE BOOKED AS A GROUP TRAVELING ON THE SAME ITINERARY. REFUNDABLE FARES ARE NOT AVAILABLE FOR GROUP RESERVATIONS. IF A GROUP RESERVATION IS CANCELED WITHIN TWENTY-FOUR (24) HOURS OF BOOKING AND SUCH RESERVATION IS MADE ONE WEEK OR MORE PRIOR TO THE FLIGHT'S DEPARTURE, PAYMENT WILL BE REFUNDED IN FULL WITHOUT ASSESSMENT OF A CANCELLATION FEE. SUCH REFUND WILL INCLUDE ANY DEPOSIT THAT A PARTY OR INDIVIDUAL IS REQUIRED TO MAKE AT THE TIME OF BOOKING. SUCH GROUP RESERVATIONS ARE SUBJECT TO ALL APPLICABLE GROUP POLICIES AND PROCEDURES ESTABLISHED BY CARRIER.
- (F) NO STOPOVERS ARE PERMITTED ON PUBLISHED FARES, EXCEPT UPON COMBINATION OF LOCAL FARES.
- (G) CARRIER DOES NOT OFFER SPECIAL FARES FOR INFANTS, CHILDREN, SENIOR CITIZENS, MILITARY PERSONNEL OR ANY OTHER CATEGORY OF PASSENGER, EXCEPT FEDERAL GOVERNMENT EMPLOYEES.
- (H) CARRIER RESERVES THE RIGHT TO COLLECT ADDITIONAL TAXES, FEES OR CHARGES IMPOSED BY A GOVERNMENTAL ENTITY AFTER

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

ISSUE DATE
February 5, 2019

EFFECTIVE DATE
February 6, 2019

THE RESERVATION HAS BEEN MADE AND PAID FOR, BUT BEFORE TRANSPORTATION COMMENCES.

- (I) NON-REFUNDABLE FARES:
- (1) CHANGES: NON-REFUNDABLE FARES MAY BE CHANGED PRIOR TO THE SCHEDULED DEPARTURE TIME SUBJECT TO AVAILABILITY, FOR UP TO \$360 CAD CHANGE FEE AND ANY APPLICABLE FARE DIFFERENCE.
 - (2) CANCELLATIONS: NON-REFUNDABLE FARES MAY BE CANCELLED PRIOR TO THE SCHEDULED DEPARTURE TIME FOR A CREDIT FOR FUTURE AIR-ONLY TRAVEL ON CARRIER. REFUNDS ARE NOT ALLOWED. CREDIT IS SUBJECT TO UP TO \$360 CAD SERVICE FEE. CREDIT MAY BE USED TO BOOK A NEW AIR-ONLY RESERVATION ON CARRIER IN THE NAME OF THE PASSENGER OR IN THE NAME OF ANY OTHER PERSON DESIGNATED BY THE PASSENGER. FAILURE TO CANCEL PRIOR TO SCHEDULED DEPARTURE WILL RESULT IN FORFEITURE OF FARE. IN THE EVENT OF CANCELLATION OF A NON-REFUNDABLE FARE, TAXES AND FEES WILL NOT BE REFUNDED EXCEPT WHEN REQUIRED BY APPLICABLE LAW.
 - (3) STANDBY TRAVEL: IN THE CASE OF RESERVATIONS FOR NON-REFUNDABLE FARES FOR TRAVEL THAT DOES NOT INVOLVE (I) A CHANGE IN DEPARTURE CITY OR ARRIVAL CITY, OR (II) A CHANGE BETWEEN A JETBLUE-OPERATED FLIGHT AND A JETBLUE FLIGHT THAT CONTAINS A SEGMENT OPERATED BY A CODESHARE PARTNER OR INTERLINE PARTNER, PASSENGERS MAY CHANGE THEIR RESERVATION TO STANDBY TRAVEL FOR THE FLIGHT IMMEDIATELY PRECEDING THEIR ORIGINAL DEPARTURE WITHOUT AN ADDITIONAL CHARGE. PASSENGERS MAY NOT CHANGE THEIR RESERVATION TO STANDBY TRAVEL FOR THE FLIGHT IMMEDIATELY PRECEDING THEIR ORIGINAL DEPARTURE IF SUCH A CHANGE WOULD RESULT IN CHANGING THE DATE OF TRAVEL, A CHANGE IN THE DEPARTURE CITY OR ARRIVAL CITY, OR A CHANGE BETWEEN A JETBLUE-OPERATED FLIGHT AND A JETBLUE FLIGHT THAT CONTAINS A SEGMENT OPERATED BY A JETBLUE CODESHARE PARTNER OR INTERLINE PARTNER.
 - (4) FOLLOWING RECEIPT OF PAYMENT FROM A PASSENGER, JETBLUE WILL ALLOW A RESERVATION TO BE HELD AT THE QUOTED FARE FOR TWENTY-FOUR (24) HOURS, IF THE RESERVATION IS MADE AT LEAST ONE WEEK PRIOR TO THE FLIGHT'S DEPARTURE. IF SUCH RESERVATION IS CANCELED WITHIN TWENTY-FOUR (24) HOURS OF BOOKING, PASSENGER WILL RECEIVE A FULL REFUND WITHOUT ASSESSMENT OF A CANCELLATION FEE.
- (J) FEDERAL GOVERNMENT FARES:
- (1) CHANGES: FULLY REFUNDABLE FEDERAL GOVERNMENT FARES MAY BE CHANGED AT ANY TIME SUBJECT TO AVAILABILITY AND ANY APPLICABLE FARE DIFFERENCE.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- (2) CANCELLATIONS: FULLY REFUNDABLE FEDERAL GOVERNMENT FARES MAY BE CANCELLED AT ANY TIME AND PASSENGER WILL RECEIVE A FULL REFUND. FARE REFUNDS WILL BE MADE BY CARRIER TO THE ORIGINAL FORM OF PAYMENT.
- (3) REFUNDS: REFUNDS SHALL BE MADE BY CARRIER TO THE ORIGINAL FORM OF PAYMENT, EXCEPT THAT WHEN A PORTION OF THE TRIP HAS BEEN MADE, THE REFUND WILL BE MADE IN AN AMOUNT EQUAL TO THE APPLICABLE ONE-WAY FARE (LESS ANY APPLICABLE DISCOUNT) FOR THE PORTION OF THE TRIP CANCELLED OR NOT OPERATED AS SCHEDULED BY CARRIER.
- (K) REFUNDABLE FARES:
- (1) CHANGES: THE FARE PAID FOR A PASSENGER WHO PURCHASES A FULLY REFUNDABLE TICKET MAY BE CHANGED AT ANY TIME PRIOR TO SCHEDULED DEPARTURE, SUBJECT TO AVAILABILITY AND ANY APPLICABLE FARE DIFFERENCE. IF THE RESERVATION IS NOT CHANGED PRIOR TO SCHEDULED DEPARTURE, ALL MONEY ASSOCIATED WITH THE FARE WILL BE A CREDIT VALID FOR FUTURE TRAVEL ON JETBLUE.
- (2) CANCELLATIONS: RESERVATIONS FOR REFUNDABLE FARES MAY BE CANCELLED AT ANY TIME PRIOR TO SCHEDULED DEPARTURE AND PASSENGER WILL RECEIVE A FULL REFUND. IF RESERVATION IS NOT CANCELLED PRIOR TO SCHEDULED DEPARTURE, ALL MONEY ASSOCIATED WITH THE FARE WILL BE A CREDIT VALID FOR FUTURE TRAVEL ON JETBLUE.
- REFUNDS: FOR PASSENGERS WHO ARE ELIGIBLE TO RECEIVE A REFUND UNDER THIS SECTION, REFUNDS SHALL BE MADE BY CARRIER TO THE ORIGINAL FORM OF PAYMENT, EXCEPT THAT WHEN A PORTION OF THE TRIP HAS BEEN MADE, THE REFUND WILL BE MADE IN AN AMOUNT EQUAL TO THE APPLICABLE ONE-WAY FARE (LESS ANY APPLICABLE DISCOUNT) FOR THE PORTION OF THE TRIP CANCELLED OR NOT OPERATED AS SCHEDULED BY CARRIER.
- (L) COMBINED FARES: WHERE ONE LEG OF A FARE IS TICKETED AS A REFUNDABLE FARE AND ANOTHER LEG OF A FARE IS TICKETED AS A NON-REFUNDABLE FARE, THE APPLICABLE REFUND AND CANCELLATION POLICIES FOR REFUNDABLE FARES WILL APPLY ONLY TO THE REFUNDABLE PORTION AND THE APPLICABLE REFUND AND CANCELLATION POLICIES FOR THE NON-REFUNDABLE FARE WILL APPLY TO THE NON-REFUNDABLE PORTION.
- (M) FAILURE OF A PASSENGER TO ADHERE TO THE FOLLOWING TIME REQUIREMENTS MAY RESULT IN THE CANCELLATION OF THE PASSENGER'S RESERVATION, SEAT ASSIGNMENTS AND FORFEITURE OF PAYMENT:
- (1) FOR DOMESTIC TRAVEL:

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

- (A) PASSENGERS TRAVELING WITHOUT CHECKED BAGGAGE MUST OBTAIN A BOARDING PASS TWENTY (20) MINUTES PRIOR TO SCHEDULED DEPARTURE;
 - (B) PASSENGERS TRAVELING WITH CHECKED BAGGAGE MUST OBTAIN A BOARDING PASS FORTY (40) MINUTES PRIOR TO SCHEDULED DEPARTURE WHEN TRAVELING FROM FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (FLL), JOHN F. KENNEDY INTERNATIONAL AIRPORT (JFK) OR TAMPA INTERNATIONAL AIRPORT (TPA), AND THIRTY (30) MINUTES PRIOR TO SCHEDULED DEPARTURE AT ALL OTHER AIRPORTS; AND
 - (C) ALL PASSENGERS MUST BE ONBOARD THE AIRCRAFT FIFTEEN (15) MINUTES PRIOR TO SCHEDULED OR POSTED AIRCRAFT DEPARTURE TIME.
- (2) FOR INTERNATIONAL TRAVEL:
- (A) PASSENGERS TRAVELING WITH OR WITHOUT CHECKED BAGGAGE MUST OBTAIN A BOARDING PASS SIXTY (60) MINUTES PRIOR TO SCHEDULED DEPARTURE; AND
 - (B) ALL PASSENGERS MUST BE PRESENT IN THE BOARDING GATE AREA TWENTY (20) MINUTES PRIOR TO THE SCHEDULED OR POSTED AIRCRAFT DEPARTURE TIME.
- (N) CARRIER WILL REFUSE TO HONOR ANY RESERVATION WHEN SUCH ACTION IS REASONABLY DEEMED TO BE NECESSARY TO COMPLY WITH APPLICABLE GOVERNMENTAL REGULATIONS OR REQUESTS.
- (O) EXCEPT IN THE CASE OF FEDERAL GOVERNMENT FARES, WHEN A ROUND TRIP OR MULTI-SEGMENT RESERVATION HAS BEEN MADE AND THE PASSENGER FAILS TO HONOR HIS OR HER RESERVATION FOR THE FIRST PORTION OF THE TRIP, CARRIER WILL CANCEL, WITHOUT NOTIFICATION, THE RETURN PORTION OR THE CONTINUING PORTION OF THE PASSENGER'S RESERVATION AND PASSENGER FORFEITS ANY REMAINING FARE.
- (P) IF PART OF YOUR ITINERARY INVOLVES TRAVEL ON AN INTERLINE PARTNER, PLEASE SEE (Q) BELOW FOR INFORMATION REGARDING CHANGES, CANCELLATIONS AND REFUNDS.
- (Q) WHEN CARRIER UNDERTAKES TO ISSUE A TICKET, CHECK BAGGAGE, OR MAKE ANY OTHER ARRANGEMENTS FOR TRANSPORTATION OVER THE LINES OF ANY OTHER AIRLINE ON AN INTERLINE BASIS (WHETHER OR NOT SUCH TRANSPORTATION IS PART OF A THROUGH SERVICE), CARRIER WILL ACT ONLY AS AGENT FOR SUCH OTHER AIRLINE IN THESE LIMITED CAPACITIES, AND WILL ASSUME NO RESPONSIBILITY FOR THE ACTS OR OMISSIONS OF SUCH OTHER AIRLINE, INCLUDING BUT NOT LIMITED TO, PROVIDING FLIGHT STATUS INFORMATION, DELAYS AND OTHER ACTS OR OMISSIONS THAT ARISE FROM THEIR FLIGHT OPERATIONS.
TRANSPORTATION ON ANY INTERLINE PARTNER IS GOVERNED BY THAT AIRLINE'S CONTRACT OR CONDITIONS OF CARRIAGE.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

CARRIER SHALL NOT BE LIABLE FOR ANY DEATH OR INJURY TO A PASSENGER OCCURING ON A FLIGHT THAT IS NOT OPERATED BY CARRIER. IN THE CASE OF TRANSPORTATION ON A CARRIER-OPERATED FLIGHT AS PART OF AN INTERLINE ITINERARY, TRANSPORTATION IS GOVERNED BY CARRIER'S CONTRACT OF CARRIAGE, EXCEPT IN THE FOLLOWING AREAS WHERE THE INTERLINE PARTNER'S RULES MAY APPLY:

- (1) BAGGAGE ACCEPTANCE, POLICIES AND FEES INCLUDING, BUT NOT LIMITED TO, SIZE, WEIGHT AND QUANTITY AS WELL AS ACCEPTANCE OF CERTAIN ITEMS, INCLUDING MUSICAL INSTRUMENTS;
- (2) CARRIAGE OF UNACCOMPANIED MINORS AND/OR YOUNG ADULTS;
- (3) CARRIAGE OF PETS IN THE CABIN OF THE AIRCRAFT;
- (4) POLICIES FOR CARRIAGE OF PREGNANT PASSENGERS; AND
- (5) CHANGES, CANCELLATIONS AND REFUNDS.

WITH RESPECT TO BAGGAGE IN PARTICULAR, AS REQUIRED BY THE U.S. DEPARTMENT OF TRANSPORTATION, BAGGAGE SERVICE CHARGES FOR YOUR ENTIRE ITINERARY ARE DETERMINED BY THE MARKETING CARRIER FOR THE FIRST SEGMENT OF YOUR ITINERARY. YOUR ORIGINATING MARKETING CARRIER IS DEFINED AS THE AIRLINE WHOSE FLIGHT NUMBER IS ASSIGNED TO THE FIRST SEGMENT OF YOUR ITINERARY. IF THIS AIRLINE IS NOT CARRIER, DIFFERENT CHARGES MAY APPLY. BAGGAGE SERVICE CHARGES ARE THOSE IN EFFECT ON THE DATE OF TICKETING.

IN THE CASE OF TRANSPORTATION ON A CAPE AIR FLIGHT, DUE TO THE SIZE OF CAPE AIR'S AIRCRAFT AND OPERATIONAL LIMITATIONS, CERTAIN TERMS AND CONDITIONS DIFFER FROM THOSE OF CARRIER, INCLUDING:

- (1) POLICIES AND PROCEDURES FOR CARRIAGE OF ASSISTIVE DEVICES FOR QUALIFIED INDIVIDUALS WITH A DISABILITY (E.G. WHEELCHAIRS); AND
- (2) POLICIES AND PROCEDURES FOR QUALIFIED INDIVIDUALS WITH A DISABILITY. FOR EXAMPLE, PASSENGERS MUST BE ABLE TO CLIMB THREE (3) STAIRS TO BOARD A CAPE AIR-OPERATED FLIGHT WITH OR WITHOUT AN ASSISTANT. CARRIER DOES NOT ALLOW UNACCOMPANIED MINORS ON FLIGHTS WITH INTERMEDIATE STOPS OR ON CONNECTING FLIGHTS, THEREFORE, IF TRAVEL INVOLVES TRANSFER TO OR FROM AN INTERLINE PARTNER'S FLIGHT, UNACCOMPANIED MINORS WILL NOT BE ALLOWED. HOWEVER, AN UNACCOMPANIED MINOR MAY BE ALLOWED TO TRAVEL ON AN INTERLINE PARTNER'S NON-STOP ITINERARY. THE INTERLINE PARTNER'S RULES GOVERNING UNACCOMPANIED MINORS WILL APPLY AND YOU MAY NEED TO CONTACT THE INTERLINE PARTNER DIRECTLY.

0135 STOPOVERS

- (A) EXCEPT AS OTHERWISE PROVIDED IN THIS RULE, STOPOVERS

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

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- WITHIN THE VALIDITY PERIOD OF THE TICKET WILL BE PERMITTED AT ANY SCHEDULED STOP UNLESS CARRIER'S TARIFFS OR GOVERNMENT REGULATIONS DO NOT PERMIT A STOPOVER AT ANY SUCH STOP.
- (B) NO STOPOVERS ARE PERMITTED EXCEPT AS PRARRANGED WITH CARRIER IN ADVANCE AND SPECIFIED ON THE TICKET.
- (C) STOPOVER PROVISIONS FOR SPECIAL FARES
(APPLICABLE TO ALL FARES FOR WHICH STOPOVERS OTHER THAN AT POINT OF TURNAROUND ARE PROHIBITED OR RESTRICTED IN NUMBER.) WHEN TRAVEL AT A THROUGH FARE IS INTERRUPTED BY SURFACE TRAVEL, EITHER AT INTERMEDIATE POINTS OR AT THE POINT OF TURNAROUND, THE POINTS OF DISEMBARKATION AND REEMBARKATION OF THE INTERRUPTED PORTION OF TRAVEL WILL BE CONSIDERED TOGETHER AS ONE STOPOVER OR THE ONE POINT OF TURNAROUND.
- (D) ONLY ONE STOPOVER IS PERMITTED AT ANY SINGLE POINT ON THE ITINERARY OF A JOURNEY TRAVELED AT A ONE WAY OF HALF ROUND TRIP FARE. THE ORIGIN AND DESTINATION OR POINT OF TURNAROUND, AS THE CASE MAY BE, MAY NOT BE INCLUDED IN SUCH ITINERARY MORE THAN ONCE, REGARDLESS AS TO WHETHER OR NOT A STOPOVER IS MADE AT SUCH POINT.
- (E) FOR TRAVEL WITHIN CANADA AND BETWEEN CANADA AND THE U.S.A: STOPOVER REFERS TO A DELIBERATE INTERRUPTION OF A JOURNEY BY A PASSENGER, SCHEDULED TO EXCEED FOUR (4) HOURS, AT A POINT BETWEEN THE PLACE OF DEPARTURE AND THE FINAL DESTINATION.
- (F) FOR TRAVEL TO/FROM CANADA EXCEPT WITHIN CANADA AND BETWEEN CANADA AND THE U.S.A: NO STOPOVER WILL HAVE OCCURRED IF THE PASSENGER DEPARTS THE CONNECTING POINT ON THE DATE OF ARRIVAL OR IF THERE IS NO SCHEDULED CONNECTING DEPARTURE ON THE DATE OF ARRIVAL, THE PASSENGER'S DEPARTURE OCCURS THE NEXT DAY AND WITHIN 24 HOURS OF ARRIVAL AT THE CONNECTING POINT.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Rule 0001.

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