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Title Page

Airline Tariff Publishing Company, Agent
International Passenger Rules and Fares

Tariff No. WB1

Containing
Local Rules, Fares & Charges
on Behalf of

Rwandair Limited.

applicable to the
Transportation of Passengers and Baggage
Between Points in

USA
and Points in
Area 1/2/3

For list of participating carriers, see IPGT-1, DOT:581, CTA:373

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This tariff is governed, except as otherwise provided herein,
by Maximum Permitted Mileage Tariff No. MPM-1, DOT:424, CTA:239;
Aircraft Type Seating Configuration Tariff No. TS-2, DOT:220,
CTA:111; and International Passenger Governing Tariff No. IPGT-1,
DOT:581, CTA:373 issued by Airline Tariff Publishing Company,
Agent, supplements thereto and reissues thereof.

Issued by:
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Rule 1 Definitions

Within these conditions and except as otherwise provided for herein, the following terms are used with the meaning given below:

Africa means the areas comprising of Central Africa, eastern Africa, Indian Ocean islands, Libya, Southern Africa and Western Africa.

Agreed stopping place means a scheduled stop by the carrier which is located between the place of departure and the place of destination as shown in the schedules.

Airline designator code means an identification code comprised of two-characters which is used for commercial and traffic purpose 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.

Area 1 (TC1) means the areas comprising of the north and South American continents, Central America and the adjacent islands: Greenland, Bermuda, the West Indies and the islands of the Caribbean Seas, the Hawaiian islands (including Midway and Palmyra). See also areas of the world and area 1: sub areas, below.

Area 2 (TC2) means all of Europe as defined below and adjacent islands; Iceland, the Azores and Madeira, Balearic and Canary Islands, all of Africa and adjacent islands, Ascension Island, that part of Asia lying west of Urals and including Iran and the Middle East as defined below.

Area 3 (TC3) means the areas comprising of Asia and the adjacent islands except that portion included in area 2; all of the East Indies, Australia, New Zealand and the adjacent islands; the islands of the Pacific Ocean except those included in area 1.

Asia means the areas comprising of Afghanistan, Bangladesh, Bhutan, Brunei Darussalam, Cambodia, China (Excluding Hong Kong Sar and Macao Sar), Chinese Taipei, Guam, Hong Kong Sar (China), India (Including Andaman Islands), Indonesia, Islands of Pacific Ocean In Area 3 North of The Equator (Except Gilbert Islands In Kiribati), Japan, Kazakhstan, Korea, Kyrgyzstan, Laos (Peoples Democratic Republic), Macau Sar (China), Malaysia, Maldives, Marshall Islands, Micronesia (Includes Caroline Islands Except Palau Islands Group), Mongolia, Myanmar, Nepal, Northern Mariana Islands (Includes Mariana Islands Except Guam), Palau, Pakistan, Philippines, Russia (In Asia), Singapore, Sri Lanka, Tajikistan, Thailand, Timor Leste, Turkmenistan, Uzbekistan, Vietnam.

Authorized agent means an individual or legal entity that is authorized by the carrier to represent the carrier in the sale of passenger transportation over the service of the carrier or over the service of another carrier if said agent is so authorized.

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

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

Beneficiary (see person entitled to compensation)

British territories in the Western Hemisphere means the areas comprising of Anguilla, Cayman Islands, Montserrat, Beef Island, Bermuda.

Canada means the ten provinces of Canada, the Yukon territory, the districts and islands comprising the Northwest territories of Canada and Nunavut.

Caribbean means the areas comprising of Anguilla, Antigua and Barbuda, Aruba, Barbados, Cayman Islands, Cuba, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Montserrat, Netherlands Antilles, St. Kitts-Nevis, Saint Lucia, St. Vincent and The Grenadines, Trinidad and Tobago, Turks and Caicos Islands, Virgin Island (British).

Note: For Mid-Atlantic travel, the following countries are also considered as part of the Caribbean:
French Guiana, Guyana, Surinam.

Carriage means carriage of passenger and/or baggage, gratuitously or for reward.

Carrier means WB and/or any other carrier, for which the airline designator code appears on the ticket or on a conjunction ticket.

Central Africa means the areas comprising of Malawi, Zambia, Zimbabwe.

Central America means the areas comprising of Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua.

Charter contract means the operation whereby the contracting carrier (contractual carrier) instructs another carrier (operating carrier) to perform all or part of the carriage pursuant to a charter agreement and also means the commercial agreement whereby any third party (for example a tour operator) or WB acting as a tour operator has concluded an agreement with the passenger or another person who entrusts the carrier with performing all or part of the carriage in connection with package travel, package holidays and package tours, including under EC directive 90/314. The "contractual carrier" in this respect is the charterer or tour operator who as a principal enters into an agreement for carriage with the passenger or another person.

Charter ticket means a ticket, in electronic form or otherwise, issued pursuant to a charter contract.

Checked baggage means baggage of which the carrier has agreed to take custody and for which a baggage identification form has been issued.

Check-in deadlines (CID) means the time limit, as specified for each flight and before which passengers must have carried out their check-in formalities and received their boarding card or pass.

confirmed reservation means that the passenger has a ticket which contains

- (a) In the case of a paper ticket, a specification of the number, date and time of the flight and the notation "ok" in the appropriate space, or;
- (b) In the case of an electronic ticket or paperless transport document, an indication that the reservation has been registered and confirmed.

Conjunction ticket means a ticket issued to a passenger in conjunction with another ticket, which together constitute a single contract of carriage.

Continental U.S.A. means the District of Columbia and all the states of the United States other than Alaska and Hawaii.

Contract of carriage means the declarations and provisions attached to the ticket and to the travel memo (itinerary and receipt) and these general conditions of carriage as well as notices to passengers.

Convention means, as applicable:

The convention for the unification of certain rules relating to international carriage by air, signed at Warsaw, October 12, 1929.
The Hague protocol of September 28, 1955, which amended

the Warsaw convention.
The Guadalajara supplementary convention of September 18, 1961.
Montreal protocols, 1, 2 and 4 (1975), which amended the Warsaw convention.
A combination of the aforementioned conventions and protocols.
The convention for the unification of certain rules for international carriage by air, signed in Montreal May 28, 1999.

Coupon means a paper flight coupon or an electronic coupon, each of which bears the name of the passenger.

Damage includes death, bodily injury to a passenger, damage due to delay, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by carrier incidental thereto.

Days mean the calendar days that include the seven days of the week, if being understood that in the event of notice being issued, the dispatch day is not included and that, in order to determine the validity of a ticket, the date of ticket issue or the flight departure date are not counted.
down line 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 marketing.

Eastern Africa means the area comprising of Burundi, Djibouti, Ethiopia, Kenya, Rwanda, Somalia, Tanzania and Uganda.

Eastern hemisphere means the area comprising of areas 2 and 3.

ECAA European common aviation area means the countries of Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom and Switzerland.

Electronic coupon means an electronic flight coupon or any other document that has the same value, which is stored in digital format in the carrier's computerized reservation system.

Electronic ticket means the ticket saved by the carrier or at its request by a computerized reservation system and that is evidenced by the travel memo (also called the itinerary and receipt), issued by the carrier or in its name, the electronic flight coupon or any other document that has the same value.

Europe means the area comprising of Albania, Algeria, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech

Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia Fyrom, Malta, Monaco, Republic of Moldova, Morocco, Netherlands, Norway, Poland, Portugal (Including Azores and Madeira), Romania, Russian Federation (West of The Urals), San Marino, Slovakia, Slovenia, Spain (Including Balearic and Canary Islands), Sweden, Switzerland, Tunisia, Turkey, Ukraine and United Kingdom.

Fares means the fares, charges, levies, costs, taxes (whether or not imposed by governments), fare conditions and/or the conditions of carriage of the carrier whether or not filed by the carrier with the governments that require this (including but not limited to the tariff regulations as applicable in the United States of America and Canada).

Flight coupon means the portion of the ticket identified as being "valid for carriage" or, for electronic tickets, the electronic coupon that shows the exact points between which the passenger must be carried.

Force majeure means extraordinary circumstances which could not have been avoided despite all reasonable due care and attention exercised.

Gulf states means the area comprising of Bahrain, Oman, Qatar and United Arab Emirates.

IATA (international air transport association) means the international air transport association, created in April 1945 in Montreal, the purpose of which is to encourage the development of safe, regular and economical air carriage and to promote air services and study the problems related thereto.

Iberian Peninsula means the areas comprising of Gibraltar, Portugal (including Azores and Madeira) and Spain (Including Balearic and Canary Islands).

Indian Ocean Islands Means The Areas Comprising of Comoros, Madagascar, Mauritius, Mayotte, Reunion and Seychelles.

Interior flight or domestic flight means any flight for which the departure and arrival town are within the same state, within territorial continuity.

International agreements (IIA and MIA) of the international air transport association (IATA) means the inter-carrier agreements on the liability of air carriers, signed on October 31, 1995 in Kuala Lumpur (IIA) and April 3, 1996 in Montreal (MIA), which are applicable to carriers that have been members of the international air transport association (see IATA) since April 1, 1997, and that are included in the legal scope of the international sources of law on carrier liability.

Interline agreement means an agreement between two or more

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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.

International flight means, as defined by the convention, any flight for which the place of departure and place of destination and, possibly, the stopover, are located on the territory of at least two states that are parties to the convention, notwithstanding agreed stopping places or aircraft changes, or within a single state if a stopover is scheduled in another state regardless of whether said other state is or is not party to the convention.
itinerary and receipt (see travel memo)

Levant mean the area comprising of Syrian Arab republic, Jordan and Lebanon.

Marketing carrier means the carrier that sells flights under its code.

Mid-Atlantic area means the areas comprising of Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Bermuda, Belize, Bolivia, Cayman Islands, Colombia, Costa Rica, Cuba, Dominica, Dominican Republic, Ecuador, El Salvador, French Guiana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Montserrat, Netherlands Antilles, Nicaragua, Panama, Panama Canal Zone, Peru, St. Kitts-Nevis, Saint Lucia, St. Vincent and The Grenadines, Surinam, Trinidad and Tobago, Turks and Caicos Islands, Venezuela, Virgin Island (British).

Middle East Means The Area Comprising of Bahrain, Egypt, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Sudan, Syrian Arab Republic, United Arab Emirates (Comprised of Abu Dhabi, Ajman, Dubai, Fujairah, Ras Al Khaimah, Sharjah, Umm Al Qaiwain), Yemen.

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

most significant carrier (MSC) - IATA resolution 302 as conditioned by the agency.
In this instance, the MSC is determined by applying IATA resolution 302 methodology as conditioned by the agency. the agency's reservation has stipulated that only a single set of baggage rules may apply to any given interline itinerary. the aim of the agency's reservation is to allow the selecting carrier to use the MSC methodology to determine which carrier's baggage rules apply to an international interline itinerary to or from Canada, while reinforcing the role of tariffs in the determination of which carrier's rules apply.

North America means the areas comprising of Alaska, Canada, Continental U.S.A., Hawaii, Mexico, St. Pierre and Miquelon. North Atlantic Area Means The Areas Comprising of Canada, Mexico, U.S.A. (Including Hawaii and Alaska, Puerto Rico and U.S. Virgin Islands, St. Pierre and Miquelon But Excluding Canal Zone, American Samoa, Canton, Guam, Midway and Wake Islands).

Northern South America means the area comprising of Bolivia, Colombia, Venezuela, Ecuador, Peru,

Operating carrier means the carrier that operates the actual flight.

Overbooking means a flight where the number of passengers holding a confirmed reservation and presenting themselves for check-in within the required time limit and as stipulated exceeds the number of available seats.

Passenger(s) mean(s) any persons, except members of the crew, carried or to be carried and who is/are in possession of a ticket.

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

Passenger coupon or passenger receipt means the portion of the ticket, issued by the carrier or in its name, which is identified as such and must be retained by the passenger.

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

Person entitled to compensation means the passenger or any person who can claim compensation on behalf of said passenger, in accordance with the applicable law.

Place of departure means the departure point from which

travel initially commences as shown on the ticket (for example airport, railway station or such other departure point shown on the ticket).

Place of destination means the arrival point where the passenger reaches his ultimate stopping place as shown on the ticket (for example airport, railway station or such other arrival point shown on the ticket).

Reservation means that a passenger holds a ticket, or other proof, which states that the reservation has been accepted and recorded by the carrier.

Scandinavia means the areas comprising of Denmark, Norway, Sweden.

Schedules or schedule indicators mean the list of departure and arrival times for the flight, as shown in the schedule guides published by the carrier, or under its authority, or as brought to the attention of the public by electronic means.

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

Single ticket 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., standalone fares that can be bought separately but combined together to form one price).

South Asian Subcontinent means the areas comprising of Afghanistan, Bangladesh, Bhutan, India (including Anaman Islands), Maldives, Nepal, Pakistan, and Sri Lanka.
Southern Africa Means The Areas Comprising of Botswana, Lesotho, Mozambique, Namibia, South Africa and Swaziland.

Special declaration of interest means the declaration made by the passenger when handing over the baggage to be checked, which specifies a value that is higher than that fixed as a liability limit by the convention, against payment of a surcharge.

Special drawing right (SDR) means a unit of account of the International Monetary Fund (IMF) the value of which is periodically defined by the IMF on the basis of the listed prices of several reference currencies.

Stopovers mean the points, with the exception of the place of departure and place of destination, shown on the ticket or mentioned in the schedules as stopovers planned on the passenger's itinerary.

Summary page at the end of an online purchase means a page on a carrier's web site which summarizes the details of a ticket purchase transaction just after the passenger has agreed to purchase the ticket from the carrier and has provided a form of payment.

Ticket means a document which may be completed by a baggage check or an identification form for checked baggage, or by equivalent means in a dematerialized form, including electronic, that is issued or authorized by the carrier or its authorized agent. The ticket evidences the contract of carriage, includes the flight coupons, the passenger coupons, notices to passengers and incorporates these general conditions of carriage.

Travel memo (or also itinerary and receipt) means one or more documents that the carrier issues to the passenger, where the passenger uses an electronic ticket that bears his/her name, information on the flight and notices to passengers. the travel memo may also be termed "itinerary and receipt". ultimate ticketed destination means in situations where a passenger's origin is a non-Canadian point and the itinerary includes at least one stop in Canada, as well as at least one stop outside of Canada. If the stop in Canada is the farthest checked point and the stop is more than 24 hours, the agency would consider the ultimate ticketed destination to be Canada.

Unchecked baggage or "cabin baggage" means all baggage, including personal items, other than checked baggage. this unchecked baggage remains in the custody of the passenger.

United Kingdom (Or UK) Means The Areas Comprising England, Scotland, Wales The Isle of Man, Northern Ireland and The Channel Islands.

U.S. Territories means the overseas territories of the United States of America including but not limited to American Samoa, Baker Island, Guam, Howland Island, Jarvis Island, Johnson Atoll, Kingman Reef, Midway Island, Northern Mariana Island, Saipan, Swains Islands, Pacific Trust Territories, Palmyra Islands, Panama Canal Zone, Wake Island.

U.S.A. means the area comprised of the fifty states, the District of Columbia, Puerto Rico and US Virgin Islands.

Western Africa means the areas comprising of Angola, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Congo (Brazzaville) Congo (Kinshasa), Cote D' Ivoire, Equatorial Guinea, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Liberia, Mali, Mauritania, Niger, Nigeria, Sao Tome and Principe, Senegal, Sierra Leone, Togo, Zaire.

Western Hemisphere means the area comprising of area 1.

Rule 2 Standard Format of Electronic Rules

Rule Title/Application (Category **)

This category contains the rule title and defines the application of the rule. It will be used to indicate the geographical application of the rule, type of service (first, coach, etc.), type of transportation (one way or round trip), type of journey (single open jaw, round trip, etc.) and applicability for use with joint fares, tour fares and group fares. provisions for capacity limitations, general rules which are not applicable and miscellaneous information which is not category specific will also appear here. This category will appear with every rule with at least the rule title.

Eligibility (Category 1)

Unless stated otherwise, there is no eligibility Restriction.

Day/Time (Category 2)

- (1) Day of week travel restrictions
 - (a) The date of the first international, transoceanic flight of each fare sector will determine type of fare to be applied to such sector.
 - (b) Midweek/weekend fare application - fares designated as midweek apply for travel on transoceanic flights operating on Mondays, Tuesdays, Wednesdays and Thursdays. Fares designated as weekend apply for travel on transoceanic flights operating on Fridays, Saturdays and Sundays. The statement "normal provisions apply" will appear in this paragraph unless an exception exists, in which case, the appropriate midweek/weekend periods will be specified in the applicable fare rule.
- (2) if there are restricted travel days, those restrictions will be specified in this category.

Seasonality (Category 3)

- (1) Unless otherwise specified in the governing fare rule, all fares are valid during the entire year.
- (2) when fares apply only during certain periods (e.g. "basic" or "peak" seasons) referred to in a rule, travel must be commenced during such period(s).
- (3) Unless otherwise stated, the date of commencement of travel on the first outbound international sector shall determine the respective round trip seasonal level to be applied.

Flight Application (Category 4)

Intentionally left blank

Advance Reservations/Ticketing (Category 5)

Except as otherwise indicated, rules 60 (reservations) and 65 (tickets) are applicable.

Minimum Stay (Category 6)

Minimum stay means return travel across the Atlantic Ocean must not commence prior to the required number of days after the date of commencement of outbound travel across the Atlantic ocean.

Maximum Stay (Category 7)

Maximum stay means return travel on the last continuous sector must commence by midnight of the required number of days after the date of commencement of travel from the point of origin.

Stopovers (Category 8)

Intentionally left blank

Transfers (Category 9)

Intentionally left blank

Permitted Combinations (Category 10)

- (1) Any fare may be combined with any other fare that permits combination provided all conditions of the fares are met. Travel must be via fare construction points unless otherwise specified in either fare rule.
- (2) Unless otherwise restricted in the specific fare rules, 50 percent of a round trip fare published in this tariff may be combined with 50 percent of a similar fare published by another carrier in another tariff.
- (3) When 50 percent of a published round trip fare is combined with 50 percent of another round trip fare, the most restrictive rules apply.
- (4) Unless otherwise specified in the fare rule, fares may be combined with arbitraries.
- (5) Unless otherwise specified in the fare rule, fifty percent of a midweek fare may be combined with fifty percent of a weekend fare.

Blackout Dates (Category 11)

Intentionally left blank

Surcharges (Category 12)

Intentionally left blank

Accompanied Travel (Category 13)

Intentionally left blank

Travel Restrictions (Category 14)

Intentionally left blank

Sales Restrictions (Category 15)

Intentionally left blank

Penalties (Category 16)

- (1) Except as otherwise provided in a particular rule, refunds shall be in accordance with rule 80 (revised routings, failure to carry and missed connections).
- (2) Advance purchase fares
 - (a) Prior to departure
 - (i) In the event of cancellation by the passenger or failure to use confirmed space as ticketed

- prior to or at departure time for any reason, except as provided in (ii) and (iii) below, a portion of the fare will be deemed non-refundable and will be forfeited by the passenger. the applicable non-refundable amount will be specified in each advance purchase/advance purchase excursion rule.
- (ii) Full refund will be made in the event of:
 - (aa) Death or illness of the prospective passenger or a member of the passenger's immediate family (attested to by an appropriate certificate);
 - (bb) An increase in the advance purchase fare after a ticket has been issued, and the passenger desires to cancel.
 - (cc) Cancellation prior to ticketing deadline.
 - (iii) If, after issuance of the ticket, schedule changes by the carrier(s) create alterations to the ticketed itinerary which are unacceptable to the passenger, the passenger may cancel or have the ticket reissued in accordance with applicable tariffs, without incurring a penalty.
- (b) After departure
- (i) In the event of cancellation by the passenger or failure to use confirmed space as ticketed after travel has commenced, except as provided in (ii) below, refund will be the difference between the fare paid and the fare for the transportation used less the non-refundable amount specified in the applicable rule.
 - (ii) In the case of death en route of a member of a family traveling together, the surviving member(s) will be permitted a rerouting of the balance of the journey without penalty.
- (c) After the ticket has been issued, the non-refundable portion of the fare shall not be used as credit towards payment of any other fares. however, an advance purchase fare ticket may be upgraded to another fare type, only as specified in the applicable rule, subject to all conditions of the new fare, in which case the original non-refundable amount shall still not be refundable. the "NONREF/APEX" entry shall continue to be carried in the "form of payment" box of the new ticket and any subsequent reissues. However, the absence or otherwise of the "NONREF/APEX" entry in the new ticket shall not invalidate this rule.
- (3) Group fares (including g.i.t. fares)
- (a) Prior to departure
 - (i) Refunds shall be made only to or at the direction of the person responsible for the travel arrangements of the group.
 - (ii) In the event of voluntary cancellation by the group or a member of the group less than the number of days stated in the rule prior to

commencement of outbound travel, except as provided in (iii) below, a portion of the group fare paid will be deemed non-refundable and will be forfeited by the non-departing group member(s). the applicable non-refundable amount will be specified in each group rule.

The forfeited amount shall not be convertible to credit vouchers or be reusable for ticket purchases.

- (iii) Full refund will be made in the case of:
 - (aa) Death or illness of the passenger or of a member of the passenger's immediate family (attested to by an appropriate certificate);
 - (bb) Replaced passenger, if substitutions are permitted in the rule being detailed;
 - (cc) Cancellation of affinity/non-affinity/incentive/own use group transportation by the carrier.
- (b) After departure
 - (i) Normal cancellation and refund procedures will apply provided that in the event of cancellation or rerouting by a member of the group due to:
 - (aa) Death of the passenger en route, the difference, if any, by which the group fare paid exceeds the applicable fare for the portions actually flown by the passenger, calculated from the original point of origin, will be refunded;
 - (bb) A death in the immediate family of a passenger, the amount of the group fare paid by the passenger will be applied as a credit (but not in cash) towards the purchase of transportation at applicable fares for the portions actually flown by the passenger, calculated from the original point of origin. similar arrangements may be made for other members of the travel group who belong to the immediate family of such passenger;
 - (cc) A passenger being unable to complete or continue his/her journey with the group due to illness, which must be substantiated by medical certificate, the amount of the group fare paid will be applied as a credit towards the purchase of transportation at applicable fares for the portions actually flown by the passenger, calculated from the original point of origin. similar arrangements for transportation may be made for other members of the inclusive tour group who belong to the immediate family of such passenger.
 - (ii) Except as provided above, in case of voluntary cancellation of the group or a

member of the group, refund will be an amount equal to the excess of the group fare paid over the all-year fare applicable for transportation from the point of origin to the point of cancellation, less the percentage/penalty specified in the applicable rule.

(iii) In the event a passenger discontinues his/her journey en route for any reason, the amount of the fare paid will be reapplied as a credit toward the purchase of transportation at the applicable published fare calculated from the point of origin.

(c) In any of the circumstances described above, the remaining members of the travel group, regardless of their number, shall commence or continue with the itinerary, subject to all other conditions of the rule.

Higher Intermediate Point (Category 17)
Intentionally left blank

Ticket Endorsements (Category 18)
Intentionally left blank

Children's Discounts (Category 19)
Except as otherwise indicated, rule 200 (children's and Infants' fares) is applicable to fares governed by this Rule.

Tour Conductor Discounts (Category 20)
Intentionally left blank

Agent Discounts (Category 21)
Intentionally left blank

All Other Discounts (Category 22)
Intentionally left blank

Miscellaneous Provisions (Category 23)
Intentionally left blank

(Category 24)
Currently not available

(Category 25)
Currently not available

Groups (Category 26)

(1) Group size

A minimum group size refers to the minimum number of passengers required to form a group which will permit the use of a particular fare. Unless otherwise specified in the fare rule, in order to determine the minimum group size, infants paying 10 percent of the fare shall not be considered in determining the number of passengers in the group.
Rwandair group requirements:

1. Affinity groups

- (a) The travel group must decide to travel together, at least, in the outbound itinerary, and may be from one entity with common interest i.e., member (or employee) of the same association, corporation, company or other legal entity (referred to as the "organization").
- (b) The principal purposes, aims and objectives of the organization, must be other than travel.
- (c) Sufficient affinity must exist, prior to the application for transportation, in order to distinguish and set the group apart from the general public.
- (d) Each member of the travel group must be a member of the organization, at the time of application, for the group fares discount and must have been a member for a reasonable time, immediately prior to the date of commencement of travel.
- (e) The travel group may include the spouse and dependent children of a member of the organization from which the party to be transported is drawn. in addition, parents living in the same household as a member may be included. however, any such spouse, dependent children or parents must be accompanied on the flight by such member, unless the member has been compelled to cancel his passage.
- (f) Limitation of solicitation
with respect to the formation of affinity groups:
 - (i) Solicitation is limited to personal letters, circulars and telephone calls addressed to members of the organization, to group publications intended solely for members of the organization (or for members of the federation or organization to which the organization belongs).
 - (ii) Solicitation must be effected only by officials of the organization or members of the travel group.
 - (iii) the travel group must not be gathered directly or indirectly by a person engaged in soliciting or selling transportation services or providing or offering to provide transportation to the general public. however, the mere ascertainment of the group fare and/or its collection from members of the travel group will not of itself be considered as engaging in such acts.
 - (iv) If the organizers of the travel group employ a travel agent to assist in the travel arrangements, he must in no way solicit members of the travel group. however, after the party to be transported is formed, the travel agent may contact members of the group for the purposes of arranging other travel services in addition to assisting in travel arrangements.
- (g) Definition of "public solicitation"

public solicitation will be considered to exist when the group transportation is described, referred to, announced in advertisements or any other writing or means of public communication, whether paid or unpaid, including but not limited to, telephone campaigns, radio, telegraph and television. However, a statement in public news media other than advertisement, which could not reasonably be construed as calculated or likely to induce travel as a member of the travel group and which has not been initiated by the organization, any member of the travel group carrier or an agent or representative of any of them, will not be considered public solicitation.

- (2) Incentive/own use group requirements:
the travel group shall be formed only for own use of one person or a legal entity, such as an association, partnership, company or corporation (referred to as the "purchaser"). Such purchaser may not, wholly or partially, directly or indirectly, share the cost of the air transportation with other persons interested in obtaining such transportation, including the passengers carried. However, such cost may be raised by voluntary contributions if:
- (a) The voluntary contributions are not solicited/obtained solely from the passengers to be carried;
 - (b) Participation in the travel group is not limited to those actually contributing;
 - (c) The minimum amount of each person's contribution has not been prescribed by the purchaser; and
 - (d) Each person to be included in the travel group is selected by the purchaser and for reasons other than such person's request that he/she be included in the travel group.
- (3) Incentive group requirements:
- (a) Incentive groups mean groups of employees and/or dealers and/or agents (including their spouses) of the same business firm(s), corporation(s) or enterprise(s) (excluding non-profit organizations), also referred to as the "organization", travelling under an established incentive travel program which rewards the employee, dealers and agents for past work or provides an incentive for future activities.
 - (b) The incentive travel program is to include air transportation, accommodations, sightseeing, entertainment and other features the cost of which is borne entirely by the business firm, corporation or enterprise and not passed on directly or indirectly to the employees, dealers or agents.
 - (c) Officials (and their spouses) of such business firms, corporations or enterprises may also be included in the group if they are travelling for the purpose of making awards or officiating in the incentive travel program.
 - (d) Each member of the incentive group must be a

- member of the organization at the time of application for the group fare.
- (4) Documentation
- (a) General requirements for all individual and group inclusive tours
There must be vouchers specifying sleeping accommodations and any sightseeing or other features of the tour. Such voucher, including those for ground transportation, must be available for inspection during check-in prior to commencement of outbound transatlantic travel.
- (b) Affinity/incentive/non-affinity/own use group requirement
- (i) written application, in the form required by WB shall provide a full description of the travel desired, the names and total number of passengers, and, where applicable, the affinity/incentive/own use provision under which the travel is being requested, and must be signed by the applicant (the person responsible for the travel arrangements of the group).
- (ii) The application must be submitted to the issuing carrier (the carrier whose tickets are to be issued) prior to commencement of outbound travel. the deadline for receipt of the application is specified in each particular group travel rule.
- (iii) Except as otherwise noted, only those passengers listed in the written application may be transported.
- (iv) Passenger substitution/additions - if name changes and/or additions to the list of participants in the travel group may be made after the written application has been submitted, a statement will appear in this sub-paragraph giving the number of changes and/or additions permitted and the deadline, if any is involved.
- (v) Each travel group shall be identified by a definite number (group code) assigned by WB.
- (c) Group inclusive tour requirement (not required for tours initiated by WB.)
- (i) written application, in the form required by WB, shall provide the names and total number of passengers and the inclusive tour code number, and be signed by the tour operator or a passenger sales agent (also referred to as the "travel organizer").
- (ii) The application must be submitted to the issuing carrier (the carrier whose tickets are to be issued) prior to commencement of outbound travel. the deadline for receipt of the application is specified in each particular group travel rule.
- (iii) Except as otherwise noted, only those passengers listed in the written application may be transported.

- (iv) Passenger substitutions/additions - if name changes and/or additions to the list of participants in the travel group may be made after the written application has been submitted, a statement will appear in this sub-paragraph giving the number of changes and/or additions permitted and the deadline, if any is involved.

Tours (Category 27)

Individual and group inclusive tour fare requirements

- (1) Except as otherwise noted, the individual inclusive tour must include in its published price and appropriate literature, in addition to air transportation, the cost of sleeping or hotel accommodations, stating the number of nights, plus any other facilities or attractions such as airport transfers, sightseeing, motorcoach trips and car rentals.
- (2) Except as otherwise noted, the group inclusive tour must include in its published price and appropriate literature, in addition to air transportation, the cost of airport transfers and sleeping or hotel accommodations for the total duration of the trip, plus other facilities or attractions such as sightseeing, motorcoach trips and car rentals.
- (3) Tours must be paid for in full prior to commencement of travel and the price of tour features and facilities may not be less than the amount specified in minimum tour price, of the particular rule.

Visit Another Country (Category 28)

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Deposits (Category 29)

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Rule 5 Application of Tariff

- (A) Scope of application
- (1) General provisions
- (a) Except as provided in (a)(2) and (4) below, the general conditions of carriage apply to all flights, or portions of flights, for which the "WB" AIRLINE designator code appears in the "carrier" box of the ticket or of the corresponding coupon.
- (b) These general conditions of carriage also apply to free or reduced-fare carriage, except as otherwise provided for in the contract of carriage or in any other contractual document that links WB to the passenger.
- (c) All carriage is subject to the general conditions of carriage and to the carrier's fares in force when the ticket is issued or, if said date cannot be determined, on the date of commencement of carriage covered by the first flight coupon of the ticket.
- (d) These general conditions of carriage have been drawn up pursuant to the Montreal convention of May 28, 1999 and the European law in force.
- (2) Code shares
On some flights, WB has arrangements with other carriers, generally known as 'code share'. This means that other airlines may operate a flight even though the WB designator code is mentioned in the ticket. These general conditions of carriage also apply to such transportation. If such arrangement applies, the passenger will be advised of the carrier operating the aircraft at the time he makes a reservation or at the latest during check-in.
- (3) Predominance of the law
These general conditions of carriage are applicable to the extent that they are not contrary to mandatorily applicable laws or to the fares, in which case, said laws or said fares shall prevail. Any invalidation of one or more provisions of these general conditions of carriage shall not have any effect on the validity of the other provisions.
- (B) Fares, fees, taxes and charges
- (1) Fares
Except as otherwise provided for, fares apply solely to the carriage from the airport at the place of departure to the airport at place of destination. Fares do not include ground carriage between airports and between airports and town terminals. The fare shall be calculated in accordance with the fares in force on the ticket

purchase date, for a journey scheduled on the dates and for the itinerary shown on said ticket. any change in itinerary or journey date may have an impact on the applicable fare. The applicable fares are those published by the carrier or calculated thereby, in accordance with the fare conditions in force for the flight(s) shown on the ticket from the place of departure to the place of destination, for the relevant class of carriage, on the ticket purchase date. Except as otherwise provided for in the contract of carriage or in any other contractual document, the fares shall apply exclusively to the journey provided for in said contract of carriage or in said document.

(2) Payment currency

The fares, taxes, fees and charges are payable in the currency of the country where the ticket was purchased, unless another currency is specified by the carrier or its authorized agent when the ticket is purchased or beforehand (for example, due to local currency not being convertible). moreover, the carrier may, at its discretion, accept payments in another currency.

(C) Successive carriers

(1) Carriage performed by several successive carriers under a single ticket or a conjunction ticket is deemed to constitute a single operation for purposes of determining the application of the convention to the transportation.

(2) Where the carrier has issued the ticket or is the carrier designated first on the ticket or on a conjunction ticket issued for successive carriage, the carrier shall not be liable for those parts of the journey performed by other carrier(s), except as provided for in (3) below.

(3) In the event of the destruction, loss or delay of, or damage to checked baggage, passengers or their beneficiaries can file a claim against the carrier that performed the carriage during which the destruction, loss, delay or damage occurred. passengers can also file a claim against the first and last carrier.

Rule 20 Transportation of Passengers with Disabilities

- (A) Acceptance for carriage
The carrier will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability. In instances where refusing transportation to a person with a disability is necessary, the carrier will provide a written explanation to the person for the decision to refuse carriage at the time of the refusal.
- (B) Acceptance FOF declaration of self-reliance
except for applicable safety-related rules and regulations, the carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance. Once advised that he or she is "self-reliant," the carrier shall not refuse such passenger transportation on the basis that the person with a disability is not accompanied by a personal attendant or based on the assumption that the passenger may require assistance from airline employees in meeting the passenger's needs such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier.
- (C) Medical clearance
A carrier will not automatically require a medical certificate from persons with disabilities as a condition of travel. Rather, a carrier may, in good faith and using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or well-being, or that of other passengers, cannot be guaranteed. Where a carrier refuses to transport a passenger for such reasons, a written explanation must be provided at the time of refusal.
- (D) Advance notice
Where a passenger requests a service set out in this rule at least 48 hours prior to departure, the carrier will provide the service. Such requests should be made by the passenger at the time of reservation, and as far in advance of travel as possible. Where a passenger requests a service less than 48 hours prior to departure, the carrier will make a reasonable effort to provide the service.
- (E) Seating restrictions and assignments
When a person identifies the nature of his or her disability, the carrier will inform the passenger of the available seats that are most accessible and then establish with that passenger an appropriate seat assignment.
Passengers with a disability will not be permitted to occupy seats in designated emergency exit rows, or otherwise in accordance with applicable safety-related rules and regulations.
Persons with disabilities and their attendants will, if

they so request, be seated together or in other seating arrangements of their choice.

(F) Acceptance of aids

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

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

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

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

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

(G) Manually operated wheelchair access

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

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

(H) Service animals

The carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided that the animal is properly harnessed and certified, in writing, as having been trained by a professional service animal institution, to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat. for the comfort of all passengers, the carrier staff will determine, in consultation with the person with a disability, where the person and service animal will be seated. Should injury or death of a service animal result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense, medical care, or replacement of the animal.

(I) Services to be provided to persons with disabilities

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

- (1) Assisting with registration at the check-in counter;
- (2) Assisting in proceeding to the boarding area;

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

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

(K) Conditions of acceptance of expectant mothers

Category	Duration of Pregnancy	Acceptance of expectant mothers	Acceptance For Travel
Single uncomplicated pregnancy	Up Till 36 weeks		No Medical clearance required but a doctor's certificate is required after 28 weeks.
Multiple uncomplicated pregnancy	After 32 weeks Up Till 36 weeks		Not fit to fly-not accepted. No medical clearance required but a doctor's certificate is required after 28 weeks.
Miscarriage with active bleeding (threatened or complete)	After 32 weeks Not Relevant		Not fit to fly-not accepted. medical clearance required. Medif to be issued within 7 Days before commencement of travel. Escort if/as required by medical clearance.
Pregnancy with complications	Not Relevant		Medical clearance required. Medif To Be Issued within 7 days before commencement of travel. Escort If/as required by medical clearance.
New Mothers	within 7 Days after birth		Not Recommended Medical clearance required.

Note: The number of weeks of the pregnancy shall be mentioned in the pnr. Personnel at the sales office, check-in and departures shall question expectant mothers to ascertain which category they fall in prior to travel.

Rule 25 Refusal To Transport

WB may refuse to transport any passenger, and may remove any Passenger from its aircraft at any time, for any of the Following reasons:

- (A) Government request or regulations
whenever such action is necessary to comply with any government regulations, directives, or instructions; or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond its control (including but without limitation, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities or disturbances) actual, threatened or reported.
- (B) Search of passenger or property
when a passenger refuses to permit search of his person or property for explosives, weapons, dangerous materials, or other prohibited items.
- (C) Proof of identity
when a passenger refuses on request to produce positive Identification; provided however that WB shall have no obligation to require positive identification of persons purchasing tickets and/or presenting tickets for the purpose of boarding aircraft.
- (D) Travel across international boundaries
when a passenger is traveling across any international boundary if:
 - (1) The travel documents of such passenger are not in order or;
 - (2) Such transportation would be unlawful.
- (E) Failure to comply with WB's rules or contract of carriage
when a passenger fails or refuses to comply with any of WB's rules or regulations or any term of the contract of carriage.
- (F) Passenger's conduct or condition
 - (1) When the passenger's actions or inactions prove to the carrier that his/her mental, intellectual or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment en route unless;
 - (a) The passenger is accompanied by a personal attendant who will be responsible for assisting with the passenger's needs en route such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the carrier; and
 - (b) The passenger complies with requirements of rule 20, transportation of passengers with disabilities.
 - Exception: (For transportation to/from and within Canada) the carrier will

accept the determination of a person with a disability as to self-reliance as per rule 20, carriage of passengers with disabilities.

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

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

Note: Pregnant passengers:

- (i) An expectant mother with a complication-free pregnancy can travel on the carrier's flights up to the 27th week of her pregnancy or up to four weeks before her expected due date without a medical certificate.
 - (ii) Expectant mother who is in or beyond the 28th week of her pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. the certificate must state that the physician has examined the patient and found her to be physically fit for travel by air and the certificate must state the estimated date of birth.
- (G) Failure to provide a suitable escort
- (1) When the passenger requires an escort due to a mental health condition and under care of a psychiatric institution or in the custody of law enforcement personnel or other responsible authority and the necessary arrangements have not been made with the carrier in advanced of the departure of the flight.
 - (2) However, the carrier will accept escorted passengers under the following conditions when the passenger has a mental health condition and is under care of a psychiatric institution or in custody of law enforcement personnel or other responsible authority:
 - (a) Medical authority furnishes assurances, in

writing, that an escorted person with a mental health condition can be transported safely.

- (b) Only 2 escorted passenger(s) will be permitted on a flight.
 - (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.
 - (f) Passenger in custody of law enforcement personnel or other responsible authority must be manacled.
- (H) Recourse of passenger
All passengers are prohibited from engaging in any conduct that would authorize WB to refuse transport under this rule. The sole recourse of any person refused carriage or removed en route for any reason specified in this rule shall be recovery of the refund value of the unused portion of his or her ticket as provided in rule 90(b).

Rule 40 Taxes

All fees, taxes, levies, or charges imposed by governments, by any other authorities or by the airport operator or by the carrier shall be paid by the passenger. When purchasing their ticket, passengers will be informed of said fees, taxes, levies, or charges, which, in most cases, will be shown separately on the ticket. Said fees, taxes, levies or charges may be created or increased after the ticket purchase date. In this case, the passenger must pay the corresponding amount. Inversely, if the fees, taxes, levies or charges are reduced or abolished, the passenger may be refunded for the reduced or abolished amounts.

Rule 55 Liability of Carrier

- (A) Liability
- (1) General
- (a) the liability of the carrier for 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 regulation (EC) no. 889/2002 of the European parliament and of the council of May 13, 2002 amending council regulation (EC) no. 2027/97 of October 9, 1997 on air carrier liability in the event of accidents, as regards the carriage of passengers and their baggage, as well as, where applicable, the IATA agreements.
- (b) 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 carriage for which its airline designator code appears on the coupon or the ticket that corresponds to the flight. If the carrier issues 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. Provisions in respect of liability in case of successive carriage are laid down in rule 5 (c) successive carriers.
- (ii) The carrier shall be liable only for recoverable compensatory damages for proven losses and costs.
- (iii) The carrier is not liable for damage that 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 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 authorized agents, carrier's 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 and agents. The overall amount recoverable from the aforementioned persons may not

- exceed the amount of the carrier's liability.
- (v) If carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation or whose rights he/she exercises or from whose rights such person derives its right, the carrier shall be wholly or partially exonerated from its liability to the extent that such negligence or wrongful act or omission caused or contributed to the damage. This paragraph applies to all the liability provisions in these conditions of carriage, including for the sake of clarify of this rule 55 (a)(2)(a) bodily injury.
 - (vi) Except as expressly otherwise provided for, none of these provisions shall constitute a waiver of any exclusion or limitation of 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 mandatory applicable law.
- (2) Provisions applicable to international and interior flights
- (a) bodily injury
 - (i) The carrier is liable for the damage sustained in the event of the death or bodily injury suffered by a passenger if caused by an accident that occurred on board the aircraft or in the course of any embarking or disembarking operations as defined by the Montreal convention.
 - (ii) The carrier shall not be liable for damage in the following circumstances: if a passenger is carried whose age or mental or physical condition involves any hazard or risk to himself, carrier shall not be liable for personal injuries such as illness, injury, disability or death, or any aggravation of such illness, injury or disability, provided such personal injuries are attributable to such condition.
 - (iii) For damages arising under this rule 55 (a) (2)(a)(i) not exceeding 113,100 SDR's for each passenger, carrier shall not exclude or limit its liability. however, carrier shall be entitled to invoke this rule 55 (a)(1)(b)(v) carrier shall not be liable for damages under this rule 55 (a)(2)(a)(i) to the extent that they exceed for each passenger 113,100 SDR's if the carrier proves

- that:
- (aa) Such damage was not caused by negligence or other wrongful act or omission of carrier or its servants or agents; or
 - (bb) Such damage was solely cause by negligence or other wrongful act or omission of the claimant, the passenger whose rights are being exercised or from who the rights are being exercised derive or a third party.
- (iv) The carrier reserves all rights to remedies and subrogation against all third parties.
 - (v) In the event of death or bodily injury resulting from an air accident, as defined by article 28 of the convention and pursuant to article 5 of regulation (EC) no. 889/2002 of the European parliament and of the council of May 13, 2002 amending council regulation (EC) no. 2027/97 of October 19, 1997, the person identified as beneficiary shall benefit from an advance payment to enable him/her to meet his/her immediate needs, which advance payment shall be in proportion to the material damage suffered. Said advance shall not be less than the equivalent in euros of 16,000 SDR per passenger in the event of death. Subject to applicable law, said advance shall be paid within 15 days of the identification of the beneficiary. pursuant to article 5 of regulation (EC) no. 889/2002 of May 13, 2002 and article 28 of the Montreal convention of May 28, 1999, the payment of such advance or any early payment shall not constitute any recognition of liability and said amounts may be offset against any amounts which subsequently become due by the carrier. Said advance is not refundable except where proof is provided that negligence or any 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.
- (B) Damages as a result of delays and cancellations
 - (i) The liability of carrier in respect of damage caused by delay and/or cancellation in the carriage by air of passengers shall be limited to 4,694 SDR's for each passenger.

- (ii) The liability of carrier in respect of damage caused by delay and/or cancellation in the carriage by air of baggage shall be limited to 1,131 SDR's for each passenger. To this limit rule 55 (a)(2)(c)(iii) shall be applicable.
 - (iii) Notwithstanding the provisions of subparagraphs (a) and (b) of this paragraph, carrier shall not be liable for damage occasioned by delay and/or cancellation if carrier proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
- (C) Damage to baggage
- (i) In accordance with article 17 of the Montreal convention, the carrier is liable for damage caused by loss of, or damage to checked baggage, upon condition only that the event which caused the loss or damage took place on board the aircraft or during any period during which the carrier has custody of the checked baggage.
 - (ii) Exclusions of the carrier's liability:
 - The carrier shall not be liable for damage to baggage where said damage results from the nature of or an inherent defect, quality or vice of the baggage. If baggage or property contained therein cause damage to another person or the carrier, the passenger must compensate the carrier for all losses suffered and costs incurred as a result.
 - The carrier shall not assume any specific liability, other than that provided for in subparagraph (c) below for any damage and/or loss caused to fragile, perishable or valuable items or items that are not adequately packed.
 - (iii) Amount of the compensable damage:
 - The carrier's liability in the event of destruction or loss of or damage to baggage shall be limited to 1,131 SDR per passenger. If a higher value was declared in accordance with rule 115 (a) (8)(a), the carrier 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.
 - For unchecked baggage allowed on board, the carrier shall only be held

liable in the event of a proven fault by the carrier, its servants or agents.

- (B) Time limit on claims and liability action
- (1) Notification of claims for baggage
 - (a) The receipt of checked baggage without complaint shall result in a presumption, unless the passenger provides proof to the contrary, that the baggage was delivered and accepted in good condition and in accordance with the contract of carriage. All missing baggage must be declared to the carrier as soon as the flight arrives. Any declarations made subsequently will not be taken into account. In the same way, any item noted as missing from baggage must be declared to the carrier as soon as possible. Any late declarations will not be taken into account.
 - (b) In the event of the damage, delay, loss or destruction of baggage, the passenger must file a written complaint with the carrier as soon as possible and at the latest within the 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. If a complaint is not filed within the time limits stipulated, all actions against the carrier shall have lapsed and be inadmissible.
 - (2) Liability actions for passengers
all liability actions must be filed, under penalty of forfeiture, within two years reckoned from the date of arrival at destination, or from the date on which the aircraft was scheduled to arrive or from the date on which the carriage stopped. The method for calculating the period of limitation shall be determined by the law of the court before which proceeding are brought.
 - (3) all the claims or actions mentioned in sub-paragraphs 1 and 2 above must be made in writing, within the time limits specified.
- (C) Mobility aids
Note: notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.
in the event that a mobility aid is lost or damaged:
- (1) The air carrier will immediately provide a suitable temporary replacement without charge;
 - (2) If a damaged aid can be repaired, in addition to (1) above, the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as

- possible;
- (3) If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the carrier will in addition to (1) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

Rule 114 Interline Baggage Acceptance

Definitions

"Airline designator code"

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

"Baggage rules"

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

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

"Interline agreement":

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

"Interline itinerary":

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

"Interline travel":

travel involving multiple air carriers listed on a

single ticket that is purchased via a single transaction.

"Single ticket":

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

"Summary page at the end of an online purchase":

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

"Ultimate ticketed destination":

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

Carrier definitions (various)

"Down line carrier ":

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

"Marketing carrier":

The carrier that sells flights under its code.

"Most significant carrier (MSC)":

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

"Most significant carrier (MSC)-IATA resolution 302 as conditioned by the agency":

In this instance, the MSC is determined by applying IATA resolution 302 methodology as conditioned by the agency. The agency's reservation has stipulated that only a single set of baggage rules may apply to any given interline itinerary. The aim of the agency's reservation is to allow the selecting carrier to use the MSC methodology to determine which carrier's baggage rules apply to an international interline itinerary to or from Canada, while reinforcing the role of tariffs in the determination of which carrier's rules apply.

"Operating carrier":

The carrier that operates the actual flight.

"Participating carrier(s)":

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

"Selected carrier":

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

"Selecting carrier":

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

(A) Applicability

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

(B) General

For the purposes of interline baggage acceptance:

- (1) The carrier whose designator code is identified on the first segment of the passenger's interline ticket will be known as the selecting carrier.
- (2) 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

(1) Checked baggage

the selecting carrier will:

- (a) select and apply its own baggage rules as set out in its tariff to the entire interline itinerary; or
- (b) 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 a) or b) will be known as the selected carrier.

When WB is the selecting carrier, WB will 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 rule, as established in its tariff, to apply the entire interline itinerary.

(2) Carry-on 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.

- (D) Baggage rule application by participating carrier where WB is not the selected carrier on an interline itinerary but is a participating carrier that is providing transportation to the passenger based on the ticket issued, WB will apply as its own the baggage rules of the selected carrier throughout the interline itinerary.
- (E) Disclosure of baggage rules
Summary page at the end of an online purchase and e-ticket disclosure
- (1) For baggage rules provisions related to a passenger's 1st and 2nd checked bag and the passenger's carry-on baggage (i.e. The passenger's "standard" baggage allowance), when the carrier sells and issues a ticket for an interline itinerary, it will disclose to the passenger on any summary page at the end of an online purchase and on the passenger's itinerary/receipt and e-ticket at the time of ticketing the baggage information relevant to the passenger itinerary as set out in paragraph 2 below. The disclosed information will reflect the baggage rules of the selected carrier.
 - (2) The carrier will disclose the following information:
 - (a) Name of the carrier whose baggage rules apply;
 - (b) Passenger's free baggage allowance and/or applicable fees;
 - (c) Size and weight limits of the bags, if applicable;
 - (d) Terms or conditions that would alter or impact a passenger's standard baggage allowances and charges (e.g. Frequent flyer status, early check-in, pre-purchasing baggage allowances with a particular credit card);
 - (e) Existence of any embargoes that may be applicable to the passenger's itinerary; and,
 - (f) Application of baggage allowances and charges (i.e. whether they are applied once per direction or if they are applicable at each stopover point).
 - (3) The carrier will provide this information in text format on the passenger's e-ticket confirmation. any fee information provided for carry-on bags and the first and second checked bag will be expressed as specific charges (i.e., not a range).

web site disclosure

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

- (a) The maximum weight and dimensions of passenger bags, if applicable, both checked and unchecked;
- (b) The number of checked and unchecked passenger bags that can be transported and the applicable charges;

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

Rule 115 Baggage Regulations

(A) Maximum allowance

- (1) When a fare paying passenger presents a valid ticket for transportation between points on WB's lines, WB will transport two pieces of the passenger's baggage between such points without charge, and to the maximums named in this rule. The following shows the basic allowance (quantity, size and weight) of baggage that will be carried free by WB, items of sporting equipment and/or oversize items that will be carried free either in addition to the basic maximum or in lieu of one or more of the allowed pieces. Also shown are the charges WB will assess for excess baggage and/or oversize/overweight items not allowed in the free allowance.
- (2) Articles carried free in addition to the stated maximum free baggage allowance. In addition to the maximum allowance provided for in the following paragraphs, each fare paying passenger may carry, without charge, the following articles of baggage only when retained in the passenger's custody, except item (b),(c),(d) which may also be checked.
 - (a) Coats or wraps.
 - (b) Assistive devices such as wheelchairs, walker, oxygen, crutches, respiratory assistive devices, canes, braces or other prosthetic devices on which the passenger is dependent.
 - (c) Safety seat for a lap or ticketed child.
 - (d) Stroller for lap or ticketed child.
 - (e) Diaper bag for lap or ticketed child.

(B) Definitions

The following are definitions of terms as used in this rule.

- (1) "Oversize" baggage is defined as a piece of baggage whose maximum outside linear dimensions exceed 62 in./158 cm. Or whose weight exceeds 70 lbs./32 kgs.
- (2) "Duffel bag" is defined as a canvas cylindrically shaped bag, folded and fastened at one end.
- (3) "sea bag" is defined as a canvas cylindrically shaped bag, closed at one end by means of draw ropes.
- (4) "B-4 bag" is defined as a suitcase type handbag made of canvas with leather and metal bindings and fittings and with expandable canvas compartments on the two sides of the bag.
- (5) "Box" is defined as a six sided container of any size, constructed of cardboard, wood, plastic or metal which is either square, rectangular or cylindrically shaped and is not normally used for the transportation of items associated with air

- travel.
- (6) "Garment display bag" is defined as a soft sided or rigid bag used for displaying garments upright and may have maximum outside linear dimensions up to 90 inches.
- (C) Free baggage allowance for children
Children carried without charge will not be granted a free baggage allowance.
- (D) Free baggage allowance - US
- (1) Checked baggage
Passengers may check two pieces of baggage, not to exceed 62 in./158 cm. Each, also not to exceed 70 lbs./32 kgs each (Business cabin) or 50 lbs./23 kgs (economy cabin).
- (2) An infant is entitled to 1 collapsible stroller plus 1 car seat free of charge. Non-ticketed lap-seat infants are otherwise not entitled to checked baggage as allowed in (d)(1) above. children under the age of 2, not occupying a seat, will be allowed one piece of checked baggage weighing no more than 10 kg, whose dimensions does not exceed 45 inches, plus a fully collapsible child's stroller or push-chair plus 12 kg cabin baggage.
- (3) Under special conditions or authorization, non normal items and special sporting equipment may be accepted as checked baggage so long as weight does not exceed 70 lbs./32 kgs.
- (4) Individuals covered by 14 C.F.R. part 382 are entitled to checked assistive medical devices in accordance with the requirements of the regulation.
- (5) Carry-on baggage
Business cabin passengers may carry on one piece of baggage. The carry-on item must not exceed 21 in./55cm. By 9 in./25cm by 13 in./35cm. the items must not weigh more than 30 lbs./18 kgs. In addition, passengers may carry on one personal item such as a purse, briefcase, laptop computer case, small backpack or small camera, not to exceed 15 in./40cm. By 11 in./30cm. By 5 in./15cm. On any given flight, carrier reserves the right to restrict the number of carry-on items as circumstances may require. Economy passengers may carry on one piece of baggage. The carry-on must not exceed 21in./55cm. By 9 in./25cm. By 13 in./35cm. The item must not weigh more than 26 lbs/12 kgs. In addition, passengers may carry on one personal item such as a purse, briefcase, laptop computer case, small backpack or small camera, not to exceed 15in./40 cm. By 11 in./30 cm. By 5 in./15 cm. On any flight, carrier reserves the right to restrict the number of carry-on items as circumstances may

require.

- (E) Excess/oversize baggage charge
Baggage in excess of the free allowance as described above is subject to a charge as posted and regularly updated on WB's website.
- (F) Collection of excess weight/oversize/additional piece charges
At the passenger's option, excess weight, oversize and/or additional piece charges will be payable either at the point of origin. In the case of a roundtrip, excess weight, oversize and/or additional piece charges will be payable at the point of origin for the outbound trip and the point of embarkation for the return trip.
- (G) Excess weight/oversize and/or additional piece charges on reroutings or cancellations
When a passenger is rerouted or his carriage cancelled, the provisions which govern with respect to the payment of additional fares or the refunding of fares shall likewise govern the payment or the refunding of excess charges.

Rule 130 Fares

(A) General

- (1) Fares specified in this tariff apply only for carriage from the airport at the point of origin to the airport at point of destination and do not include ground transfer service between airports and city centers unless otherwise specified.
- (2) The fare paid shall apply only when international travel commences in the country of the point of origin shown on the ticket.
- (3) All published fares governed by this tariff and all fares constructed in accordance with this tariff are applicable only when in compliance with all the provisions governing travel as stated herein.
- (4) Mileage routings may be applied to any published or constructed fare; however, if a diagrammatic or linear routing is specified in connection with a fare, such routing must be observed for that portion of the transportation covered by that fare.

(B) Mileage system

- (1) The maximum permitted mileage (MPM) published in connection with a fare governs the maximum distance a passenger is allowed to travel en route between two particular points at the direct through one way or half round trip fare. In order to determine whether a desired routing between two points is permissible at the through one way or half round trip fare, the following steps should be taken:
 - (a) Determine the applicable MPM between the terminal points of the fare.
 - Exception 1: For that portion of an itinerary which is within the continental united states, ticketed points may be disregarded in determining the actual mileage for the itinerary. The nonstop mileage for the shortest operated route between the point of origin, destination or turnaround and the last point of departure or the first point of arrival in the continental U.S.A. will be used provided that the domestic add-on is a WB online routing.
 - Exception 2: If a portion of the routing between two intermediate points is traveled by surface transportation such portion will not be included in the mileage calculation. The flight coupon(s) covering such

- portion shall be marked "not valid for air transportation".
- (b) Add up to the ticketed point mileages (tpm) between the cities on the itinerary, including all intermediate ticketed points. intermediate points of through flights are not taken into account when computing mileages. The ticketed point mileages to be used to determine the actual mileage for the itinerary are those published in the international air transportation associations (IATA) ticketed point mileage manual.
Note: "Ticketed points" are shown on the "good for passage" sector on a passenger ticket. Two flight numbers or two carriers (such as an interchange flight) are not permitted on the flight coupon.
 - (c) Compare the total TPM's to the applicable MPM permitted at the direct fare between the two points. If the total TPM'S are equal to or less than the MPM, the itinerary is allowed at the published direct fare.
 - (d) If the total of the TPM'S exceed the adjusted MPM shown at 25 percent in the excess mileage percentage table, the applicable fare will be the lowest combination of two or more fares along the desired routing which produces the lowest fare.

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