Carrier: Swiss - LX

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Title Page

Airline Tariff Publishing Company, Agent International Passenger Rules and Fares

Tariff No. LX1

Containing Local Rules, Fares & Charges on Behalf of

Swiss (Swiss International Air Lines Ltd)

Applicable to the Transportation of Passengers and Baggage Between Points in

Canada/USA and Points in Area 1/2/3

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

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:
Rolf Purzer, President
Airline Tariff Publishing Company, Agent

Tariff: LX1 - CTA No. 496 DOT No. 782 Carrier: Swiss - LX

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#### Rule 1 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.

Africa means the area comprising all the countries on the continent of Africa, other than Algeria, Egypt, Morocco and Tunisia, but including the following Islands: Comoros, Madagascar, Mauritius, Reunion and Seychelles.

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.

A national means a person who has the citizenship of a country, either by birth or by naturalization.

A resident means a person normally living in a country; provided that a more restricted definition may form part of an agreement reached locally.

Arbitrary means an amount published for use only in combination with other fares for the construction of thoroughfares. It is also referred to as "add-on" or "add-on fare", "proportional fare", and "basing fare."

Area 1 means all of the North and South American continents and the Islands adjacent thereto: Greenland, Bermuda, the West Indies and the Islands of the Caribbean Sea, the Hawaiian Islands (state of Hawaii), Midway and Palmyra Islands.

Area 2 means Europe (as defined below), Africa and the Islands adjacent thereto, Ascension Island, and that part of Asia west of the Urals and including Iran, and all of middle east.

Area 3 means Asia and the Islands adjacent thereto except the portion included in Area 2, the East Indies, Australia,

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New Zealand, the Islands of the Pacific Ocean except those included in Area 1, and the Russian Federation east of the Urals.

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;
- 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.

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

Boarding 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 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, 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.

Central America means the area comprising Belize, Costa

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Rica, El Salvador, Guatemala, Honduras, and Nicaragua. Central Africa means the area comprising Malawi, Zambia and Zimbabwe.

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 12th birthday as of the date of commencement of travel.

Circle Trip means travel from one point and return thereto by a continuous, circuitous air route; provided that where no reasonably direct scheduled air route is available between two points, a break in the circle may be travelled by any other means of transportation without prejudice to the Circle Trip.

Civil Aeronautics Board means Department of Transportation.

Civil Aeronautics Board of the United States of America means Department of Transportation.

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 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.

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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.

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.

East Africa (or eastern Africa) means the area comprising Burundi, Djibouti, Ethiopia, Kenya, Rwanda, Somalia, Tanzania and Uganda.

Eastbound means travel from a point in Area 1 to a point in areas 2 and 3 via the Atlantic Ocean, or travel from a point in Area 3 to a point in Area 1 via the Pacific Ocean.

Eastern Hemisphere means the area comprised of Africa, Asia/Area 3, Europe, and the Middle East for travel via the Atlantic Ocean.

Eco light means a non changeable fare product with no free

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baggage allowance.

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.

Europe means (according to IATA resolutions) the area comprising Albania; Algeria; Andorra; Armenia, Austria; Azerbaijan; Belarus; Belgium; Bosnia Herzegovina, Bulgaria; Croatia, Cyprus; Czech Republic; Denmark; Estonia; Faroe Islands, Finland; France; Georgia, Germany; Gibraltar; Greece; Hungary; Iceland; Ireland; Italy; Latvia; Lichtenstein; Lithuania, Luxembourg; Macedonia, Malta; Monaco; Morocco; Montenegro, Republic of Moldova, Netherlands; Norway; Poland; Portugal including Azores and Madeira, Romania, Russia, (in Europe), San Marino, Serbia, Slovenia, Slovakia, Spain including Canary Islands, Sweden, Switzerland, Tunisia, Turkey (in Europe and Asia), Ukraine, and United Kingdom.

European Union (EU) means any one of the sovereign nation states that have acceded to the EU. In accordance with Article 229(2) Of the treaty establishing the EU, this tariff applies to overseas departments, namely Guadeloupe, French Guyana, Martinique, Reunion Island, the Azores, Madeira and the Canary Islands.

Fare break point means the origin and/or destination point of a fare component.

Fare component means a portion of an 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

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electronic ticket, the electronic coupon, and indicates the particular places between which you are entitled to be carried.

Force majeure means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.

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 in areas 1, 2 or 3.

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.

Iberian peninsula means the area comprised of Gibraltar, Portugal (including Azores and Madeira), Spain (including Balearic and Canary Islands).

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.

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Interline transfer point means any point at which the passenger transfers from the services of one carrier to the services of another carrier.

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 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/Circle 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, suzerainty, 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, suzerainty, 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

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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 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 mean 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.

Micronesia means the area comprising Johnston Island, Koror, Kwajalein, Majuro, Ponape, Saipan, Truk and Yap.

Mid-Atlantic means the area comprised of Antigua, Aruba, Bahamas, Barbados, Bermuda, Bonaire, Cayman Islands, Cuba, Curacao, Dominica, Dominican Republic, French Guiana, Grenada, Guadeloupe, Guyana, Haiti, Jamaica, Martinique, St. Kitts-Nevis-Anguilla, Saint Lucia, St. Martin, St. Vincent, Surinam, Trinidad and Tobago.

Middle East means the area comprised of Bahrain, Cyprus, Egypt (Arab Republic of Egypt), Iran, Islamic Republic of, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Sudan, Syria, Syrian Arab Republic, United Arab emirates (Abu Dhabi, Ajman, Dubai, Fujairah, Ras AL Khaimah, Sharjah, Umm al Quwain) and Yemen.

Minor means an infant who has not reached his/her second birthday, a child over two years who has not reached his/her twelfth 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

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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.

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 first, 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, Circle 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 accommodations for reasons other than missed connections.

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North America means the area comprising Alaska, Canada, continental U.S.A. and Mexico.

NUC means the neutral unit of construction.

Online 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).

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

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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 means any person who by virtue of a locomotor, sensory, intellectual or other impairment, requires services or assistance beyond those normal offered by the carrier.

Prepaid ticket advice (PTA) means 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 of which he may or may not be a citizen.

Revalidation means the authorized stamping or writing upon the passenger ticket evidencing that it has been officially

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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; provided that this definition shall not apply to Round the World travel.

Round the world (RTW) means travel from a point and return thereto which involves only one crossing of the Atlantic Ocean and one crossing of the Pacific Ocean.

Routing means the establishment of the possible points via which travel may take place for a specific fare. Scandinavia means the area comprising Denmark (excluding Greenland), Norway and Sweden.

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.

Selected carrier means the carrier whose baggage rules apply to the entire itinerary.

Selecting carrier means the carrier whose designator code is identified on the first flight coupon 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

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which is properly harnessed 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 thoroughfare 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. standalone fares which can be purchased separately but combined together to for one price).

South America means the area comprising Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, French Guiana, Guyana, Panama, Paraguay, Peru, Suriname, Uruguay and Venezuela.

South Asian subcontinent means the area comprised of Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan and Sri Lanka.

South East Asia means the area comprised of Brunei, People's Republic of China, Guam, Hong Kong, Indonesia, Kampuchea, Laos, Malaysia, Mongolia, Myanmar, Philippines, Singapore, Taiwan, Thailand, Russian Federation (east of the Urals) and Vietnam.

Southern Africa means the area compromising Botswana, Lesotho, Mozambique, Namibia, (Southwest Africa), south Africa and Swaziland.

South west Pacific means that portion of Area 3 which includes Australia, Cook Islands, Ellice Islands, Fiji Islands, Gilbert Islands, Loyalty Islands, Polynesian Islands, Samoan Islands, Society Islands, Solomon Islands, New Caledonia, New Zealand, New Hebrides Islands, Norfolk Islands, Papua, New Guinea, Tasmania, Tuvalu, Vanuatu and Tonga.

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,

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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 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 thoroughfare 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 thoroughfare 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 LX or on LX's behalf and including conditions of contract, tariff, notices and passenger coupons 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

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(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 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 accommodation.

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"West Africa" (or "Western Africa") means all of Angola; Benin; Burkina Faso; Cameroon; Cape Verde; Central African Republic; Chad, Congo, Cote d'Ivoire, Equatorial Guinea, Gabon; Gambia; Ghana; Guinea; Guinea Bissau; Liberia; Mali, Mauritania, Niger; Nigeria; Sao Tome; Principe; Senegal; Sierra Leone, Togo, and Zaire.

Westbound means travel from a point in Area 2 or 3 to a point in Area 1 via the Atlantic Ocean, or from a point in Area 1 to a point in Area 2 or 3 via the Pacific Ocean.

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#### Rule 2 Standard Format of Electronic Rules

Application and other condition (Category 50\*\*)
This category contains the rule title and defines the application of the rule. It will be used to indicate:

- (1) The geographical application of the rule. Fares shall apply to One Way, Round Trip, Circle Trip, or Open Jaw travel between points in Area 1 and areas 2 and 3 via the Atlantic; and for travel wholly within areas 1, 2 or 3.
- (2) The type of service (first, business, economy). The applicable fare shall apply to the class of service booked, applying all provisions and principles in rule 130.
- (3) The type of transportation (One Way or Round Trip)
- (4) The type of journey (One Way, Round Trip, Circle Trip, Single Open Jaw, Double Open Jaw or Round the World). In the case of Open Jaw travel, the fare to be charged for the Open Jaw shall be the sum of 50 percent of the applicable Round Trip fare for each leg in the open jaw.
- (5) Provisions for capacity limitations. The carrier shall limit the number of passengers carried on any one flight at fares governed by this rule and such fares will not necessarily be available on all flights. The number of seats the carrier makes available on any given flight will be determined by the carriers best judgement.
- (6) Any miscellaneous information, which is not category specific will also appear here.

Eligibility (Category 1)
If eligibility requirements exist, ID is required at time of ticketing.

Day/time (Category 2)
Unless otherwise specified in the fare rule, travel is valid at any time on any day of the week.

Seasonality (Category 3) Unless otherwise specified in the fare rule, travel is valid at any time of the year.

Flight application (Category 4)
Unless otherwise stated in the specific fare rule, travel is only valid via any LX designated flight.

Advance reservations/ticketing (Category 5)

- (A) Reservations
  - (1) Unless otherwise specified in the fare rule,

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reservations may be made at any time prior to departure of a desired flight provided space is available.

- (2) Unless otherwise specified in the specific fare rule, any advance reservation requirement in this category refers to the number of days prior to the date of commencement of travel, from the point of origin, that reservations must be confirmed. The actual date of departure may not be included in counting the advance reservation requirement. When an advance reservation requirement is stated in months, reservations must be confirmed no later than the same day of the month when reservation deadline occurs. When there is no similar numerically designated day in the month in which the deadline occurs, the last day of the month will be considered as the deadline.
- (3) If the fare has an advance reservations requirement, the waitlist segments may not be retained beyond the reservation deadline.

(B) Payment and ticketing

- (1) If no specific provisions are included in the specific fare rule, then payment and ticketing may be completed any time prior to departure from the point of origin; furthermore, such fare may be retroactively applied in the calculation of refunds (see category 16). If, however, the fare rule specifically states "prior to departure" then payment and ticketing must occur prior to.
- (2) Any advance payment/ticketing requirements stated in this paragraph refers to the number of days prior to the date of commencement of travel that payment/ticketing must be completed. The actual date of departure may not be included in counting the advance payment/ticketing requirement. When the advance payment/ticketing requirement is stated in months, a ticket must be purchased no later than the same day of the month when the advance purchase deadline occurs. When there is no similar day of the month in which the deadline occurs, the last day of the month will be considered as the deadline.

(C) Special fare type provisions

- (1) Passengers holding confirmed reservations for special fare tickets may not standby for other flights unless otherwise specified in the fare rule.
- (2) Confirmed reservations are required for all sectors.
- (3) These fares apply only when purchased prior to commencement of travel.

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Minimum stay (Category 6)

Unless otherwise stated in the specific fare rule, return travel may commence at any time within the normal validity of the ticket which is one year from the date of travel commences from the point of origin.

Minimum stay - The number of days/months counting from the day after departure, from the Transatlantic, or first international sector to the earliest day return travel may commence from the last stopover point outside the country of origin (including for this purpose the point of turnaround).

Maximum stay (Category 7)

Unless otherwise stated in the specific fare rule, return travel may commence at any time within the normal validity of the ticket which is one year from the date of travel commences from the point of origin.

Maximum stay - the number of days/months counting from the date or origin to the last day return travel may commence from the last stopover point (including for this purpose the point of turnaround).

Note: Unless otherwise stated in the specific rule, waivers will apply for death/illness of the passenger, traveling companion, or immediate family member.

Stopovers (Category 8)

- (1) Unless otherwise stated in a specific fare rule, stopovers, as defined below, will be permitted in accordance with Rule 135 (stopovers) as shown in this tariff.
- (2) A stopover will occur when a passenger arrives 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 hours of arrival, shall not constitute a stopover.

Transfers (Category 9)

Travel must be via the specified diagrammatic routing associated with the fare on file with ATPCO. If any portion of the ticket is open, the passenger must follow the original specified routing.

Permitted combinations (Category 10)

- (A) Construction
  - (i) Fares may be combined with arbitraries.
  - (ii) All fares may be combined end-on with any domestic fare permitting such combination.
  - (iii) When fares are used in end-on combination, travel must be via the fare construction points.
- (B) Combinations
  - (i) Subject to individual fare rules, any fare in this tariff may be combined with any other fare in this tariff, which by its own terms is combinable,

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provided all conditions of the fare are met subject to conditions and fare construction principles as stated in Rule 130.

- (ii) Subject to individual fares rules 50 percent of a Round Trip fare published in this tariff may be combined with fifty percent of any fare type published with the same global indicator by carriers AC/bd/CO/LH/LO/OS/SK/SN/UA in any tariff.
- (iii) All fares governed by the same rule are combinable.
- (iv) A maximum of two international fare components is permitted.
  - (v) Unless otherwise specified travel must be via the Construction point.
- (vii) When 50 percent of a published Round Trip fare is combined with 50 percent of another fare, and the governing provisions differ, the most restrictive conditions apply. The following provisions will determine the most restrictive conditions:
  - (aa) Minimum stay
    The longer minimum stay requirement shall apply to the entire Pricing unit.
  - (bb) Maximum stay
    The shorter maximum stay limitation shall apply to the entire Pricing unit.
  - (cc) Stopovers
    The stopover provisions of each fare shall apply to the appropriate fare component for which the fare is assessed provided that the passenger will not receive more than the maximum number of permitted stops (whether free or at a charge) in the most restrictive rule.
  - (dd) Reservations and ticketing
    - (i) The longer advance reservation requirement will apply to the entire Pricing unit.
    - (ii) The longer advance-ticketing requirement will apply to the entire Pricing unit.
    - (iii) Any rule provision requiring simultaneous reservations and ticketing shall apply in addition to the longer advance-ticketing deadline.
  - (ee) Routing/rerouting
    - (i) The routing conditions of each fare shall apply to the appropriate fare component for which the fare is assessed.
    - (ii) The voluntary rerouting provisions of each fare shall apply to the appropriate fare component for which the fare is assessed.

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(iii) The involuntary rerouting provisions of each fare shall apply to the appropriate fare component for which the fare is assessed.

(ff) Cancellation and refunds the highest cancellation penalty will apply to the entire Pricing unit.

Blackout dates (Category 11)
Restricted travel dates when applicable, apply per half
Round Trip, no sector of the Pricing unit may be flown on
these days.

Surcharges (Category 12)

This category defines the conditions under which surcharges are applicable and the corresponding charge. The assumption is that there are no surcharges unless this category is present. If restrictions for a fare may be waived or modified based upon payment of a charge, these conditions will be found in either this category or in (Category 16), penalties.

Accompanied travel (Category 13) Unless otherwise stated in the specific fare rule, when travel with one or more other passengers is necessary to qualify for a fare, all passengers must travel together for the entire journey.

Travel restrictions (Category 14)
The category is used to state specific travel date
restrictions. Usually these are the dates when the fare may
first be used for travel or after which it may no longer be
use. If this category is not present, the fare is available
for travel at all times.

Sales restrictions (Category 15)
This category is used to define a fare that is available for sale subject to restrictions based on date, point of sale or similar conditions. The dates are most commonly first and last reservation or ticketing dates. If this category is not present, the fare is available for reservations and ticketing at all times, anywhere and by anyone.

Penalties (Category 16)

As used herein "voluntary rebooking" shall refer to changes only for the flight, date or time (origin, destination and connection/stopover points are unchanged) requested by a passenger not requiring ticket reissue. Rebooking is also referred to as revalidation.

As used herein, "voluntary rerouting" shall refer to any changes in reservations of flights requested by a passenger requiring reissuance of the ticket. Rerouting is also referred to as reissue.

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As used herein "inbound and outbound" shall refer to the inbound/outbound fare components.

(A) Changes - before departure

- (i) When voluntary rerouting involving a change of a totally unused ticket and where the original fare no longer applies, the original ticket may be reissued and the fare recalculated from EH point of origin using the fare(s) and rate(s) of exchange applicable at the time of reissue.
- (ii) Unless otherwise stated in the specific fare rule, voluntary rebooking/rerouting shall be permitted. The revised routing must conform to the provisions of the original fare.
- (iii) In case of fares that have advance reservations restrictions, voluntary rerouting will be permitted without penalty prior to ticket issuance (advance ticketing deadline).
  - (iv) If there is a penalty charge for rerouting, reservations for the revised itinerary will only be confirmed prior to advance reservations deadline or upon simultaneous reissue/revalidation of the passenger's ticket and collection of the penalty charge.
    - (v) If a penalty charge is applicable, the charge applies once the ticket is issued.
- (vii) If a penalty charge is applicable, the charge applies each time the ticket is presented for a change.
- (vii) All changes must be made prior to the date of the originally scheduled flight as shown on the affected flight coupon.
- (viii) Any changes to non-refundable fare type tickets must be made on or before the departure date of the scheduled flight as shown on the affected flight limit coupon. Failure to make the change prior to the scheduled flight as shown on the affected flight coupon, results in the ticket having no value for travel or exchange.
  - (ix) Changes are not permitted within the ticketing time limit.
  - (X) If voluntary rerouting is not permitted in the specific fare rule, the cancellation provisions (outlined in the cancellation section of category 16 of the specific rule) shall apply whenever a passenger voluntarily changes confirmed reservations.
  - (xi) Unless otherwise stated in a specific fare rule, One Way fare penalties will be assessed per one way fare component.
- (B) Changes after departure
  - (i) If there is a voluntary rerouting on any down line flight(s) after departure, the fare and charges must be reassessed using fares, rules and rate(s)

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of exchange effective at the time that travel commenced from the point of origin.

- (ii) When a ticket is presented for rerouting after departure and the only coupons remaining in the ticket are for domestic transportation, the ticket may not be reissued for further international travel.
- (iii) If a penalty charge is applicable, the charge applies each time the ticket is presented for a change.

(iv) All changes must be made prior to the date of the originally scheduled flight as shown on the

affected flight coupon.

(v) If a penalty charge is applicable for rerouting, reservations for the revised itinerary will only be confirmed upon simultaneous reissue, revalidation of the passenger's ticket and collection of the penalty charge.

- (vii) When 50 percent of a published Round Trip fare is combined with another fare, and the governing provisions differ, the following routing/rerouting provisions will apply as stated in the applicable specific fare rule.
  - (1) The routing conditions of each fare shall apply to the appropriate sector over which the fare is assessed.
  - (2) The voluntary rerouting provisions of each fare shall apply to the appropriate sector over which the fare is assessed.
  - (3) The involuntary rerouting provisions of each fare shall apply to the appropriate sector over which fare is assessed.

Standard application for special fares:

- (1) Unless otherwise stated in the specific fare rule, no change is permitted to the first or subsequent flight coupon(s) up to and including the first international flight coupon.
- (2) There is no limit to the number of changes made within a Pricing unit when the ticket is presented for a change.
- (C) Cancellation before departure unless otherwise stated in the specific fare rule, rule 80 (revised routings, failure to carry and missed connections) and 90 (refunds) are applicable to fares governed by this rule.

(A) Full refund will apply

(i) In the event of death or illness, as substantiated by medical/death certificate of the passenger, immediate family member or traveling companion as described in Rule 1 (definitions). In the event of death of the passenger, fares will be refunded

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to such passengers state in accordance with the provisions in rule 90 (refunds). Any applicable administrative service charge will apply.

- (ii) 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.
- (B) In the event of a cancellation or a failure to use confirmed space as ticketed for any reason other than those outlined in paragraphs (a)(i) Through (ii) above, the passenger will forfeit the penalty amount as stated in the specific fare rule.
- (C) Credit toward further transportation:
  In the event of failure to use confirmed space as ticketed, the full amount of the fare paid can be used as a credit towards the upgrade to any other type of fare, subject to the provisions of such fare and provided that such fare does not restrict the upgrade.
- (D) Cancellations after departure
  - (a) Partial refund In the event a passenger discontinues his/her journey en route for any reason other than those specified in LX general rules 65 (tickets); the amount of refund shall be the difference between the fare paid and the fare for the transportation used, less the penalty charge as stated in the specific fare rule, if any.
  - (b) Credit toward further transportation
    - (i) In the event of cancellation or failure to use confirmed space as ticketed, the full amount of the fare paid can be used as a credit towards the upgrade to any applicable fare calculated from the point of origin, subject to all provisions of such fares; provided that such fare does not restrict the upgrade.
    - (ii) Any fare with the statement "these fares apply only when purchased prior to commencement of travel", may not be used as the upgrade/reissued fare.
    - (iii) All rules of the new fare must be validated and the correct booking code used for the new fare.
      - (vii) A new ticket must be reissued and the new reservation must be repriced using current fares on the day of reissue.
      - (v) In the event of an upgrade, the original non-refundable amount shall remain non-refundable and is carried over to the new ticket. In this case, the change fee will not apply.

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(E) Schedule changes

in the event, after ticket issuance, scheduled changes are made by LX that:

- (a) Affects a passenger's departure and/or arrival by 2 or more hours;
- (b) Results in the addition of an intermediate stop on the passenger's itinerary;
- (c) Results in a substitution of equipment not acceptable to the passenger; or
- (d) If a cancellation or a change in either air or tour itinerary is initiated either by LX or its tour operators which is unacceptable to the passenger, the passenger will have the option of cancelling without penalty, or rerouting on different flights to/from the same or different destination. However, the passenger must pay any additional amounts resulting from the rerouting.
- (F) 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.
    - (iii) Full refund will be made in the case of:
      - (aa) Death or illness of the passenger or 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;

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(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 passengers;

(cc) A passenger being unable to complete or continue his/her journey with the group due to illness, which must be substantiated by a 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 percent/penalty specified in the applicable rule.

(iii) In the event a passenger discontinued his/her journey en route for any reason, the amount of the fare paid will be applied as a credit toward the purchase of transportation at the applicable 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)
It is assumed that the Higher Intermediate Point rule applies. This category is used to negate that assumption when stopovers or connections are made at specific geographic locations.

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Ticket endorsements (Category 18)

If a fare has a ticket endorsement requirement, such endorsement shall appear in the endorsement box of the new ticket and any subsequent reissues. Standard endorsement for special fares: non-end/non-trans/non-ref/valid LX only.

Children's discounts (Category 19)
Unless otherwise stated in a specific fare rule, provisions of Rule 200 (Children's and Infants' Fares) and Rule 24 (Carriage of Unaccompanied Children), as shown in this tariff, as well as the following conditions will apply.

- (1) Infants' fares An infant under 2 years of age (on the date of commencement of travel from the point of origin) will be charged the amount specified in the fare rule.
  - (a) A passenger traveling at an infant discount fare is not entitled to a seat that is reserved prior to departure. If a seat is reserved prior to departure, the infant will be eligible only for discounts applicable to infants occupying a seat.
  - (b) Where the specific fare rule does not permit an infants' discount, a discount may be calculated on the lowest fare for which his/her itinerary qualifies (considering routing restrictions, minimum/maximum stay and advance purchase/ticketing restrictions and reservation booking code where necessary).
- (2) Children's fares
  A child who is at least 2 years of age but less than 12 years of age (on the date of commencement of travel from the point of origin), accompanied by a passenger who is at least 12 years of age, will be charged the amount specified in the specific fare rule.
  - (a) Where the specific fare rule does not permit children's discounts, then the accompanied child will either pay the full adult fare or a discount may be calculated on the lowest applicable fare for which his/her itinerary qualifies (considering routing restrictions, minimum/maximum stay and advance purchase/ticketing restrictions and reservation booking codes).
  - (b) Unless otherwise specified in the fare rule the discount listed for children and infants will also apply to any charge or surcharge and to any cancellation or refund penalty which would normally be assessed to the adult fare.

Tour conductor discounts (Category 20)
This category is used to provide either specific fare
amounts or the information for calculation discount fares
for tour conductors. It also specifies accompanying travel
requirements travel requirements for the tour conductors

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travelling at the calculated or specified fare. If this category is not present, the fare is not discountable for tour conductors.

Agent discounts (Category 21)
This category is used to provide either specific fare amounts or the information for calculating discount fares for agents. It also specifies the accompanying travel requirements for agents travelling at the calculated or specified fare. If this category is not present, the fare is not discountable for agents.

All other discounts (Category 22)
This category is used to provide the specific fare amounts or the information for calculating discount fares for all passenger types other than children, tour conductors and agents. It also specifies the accompanying travel requirements for the passenger travelling at the calculated or specified fare. If this category is not present, the fare is not discountable for the passenger types that fall into this category.

Miscellaneous provisions (Category 23)
This category is used to specify whether specific fares should or should not be used for construction of unpublished fares, proration, refund calculation, currency adjustments or as proportional fares. The assumption is that fares may be used for any purposes.

(Category 24) Currently not available

(Category 25)
Currently not available

Groups (Category 26)

(1) Group size

A minimum group size refers to the minimum numbers of adult fare paying passengers. In order to determine the minimum group size, two children, each paying at least 50 percent of the applicable adult fare, will be counted as one adult fare paying passenger.

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

Tours (Category 27)

(1) Individual and group inclusive tour requirements
(a) Except as otherwise noted, the individual

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inclusive tour must be included in it's published price and appropriate literature, in addition to air transportation, the cost of sleeping or hotel accommodations, plus any other facilities or attractions such as airport transfers, sightseeing, motorcoach trips and car rentals.

- (b) Except as otherwise noted, the group inclusive tour must include in it's published price 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.
- (c) Tours must be paid for in full prior to commencement of travel and price of tour features and facilities may not be less than the amount specified in this category of the particular fare rule.

(2) Minimum tour price

- (a) The minimum selling price of the inclusive tour, normally expressed as the applicable inclusive tour plus a specific dollar amount.
- (b) Any increase in the minimum selling price due to extra days of stay en route.

Note: The term "minimum tour price" (MTP) shall be understood to mean the minimum selling price of the tour per passenger.

Visit another country (Category 28)
This category reflects the requirements to qualify for a visit another country fare, e.g., country of residence, distance from destination country and ticket purchase. If this category is not present, the assumption is that the fare is not visit another country fare.

Deposits (Category 29)

This category indicates if there are deposits requirements to qualify for a fare, e.g., deposit amount, days required prior to ticketing/travel, refund of deposit conditions, and waivers for the deposit requirements. If this category is not present, the assumption is that there are no deposit requirements for the fare.

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## Rule 5 Application of Tariff

### (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) Rules stating any limitation on, or condition relating to, the liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States, except to the extent provided in Rule 55 (liability of carriage) with respect to tariff C.A.B. no. 782 published by airline tariff publishing CO., agent. Any such limitation or condition in any rule herein except to the extent provided in Rule 55 (liability of carriage) is not a part of tariff C.A.B. no. 782 filed with the Department of Transportation. 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

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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.

- (7) Fare rule provisions, local or joint fares, including arbitraries contained in the on-line tariff database maintained by airline tariff Publishing Company, agent on behalf of LX are considered to be part of this tariff.
- (8) 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 and incompatibility, but do not relieve the carrier from applying terms and conditions of carriage that are more favorable to the passenger than the obligations set out in the appr.
- (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 1: (Applicable only to tickets issued in the U.S.A. and sales made in the U.S.A. for local and joint transportation

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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 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) This provision shall apply only when LX is the outbound Transatlantic carrier and only to the passenger to whom the ticket was originally issued; except that for passengers who become members of groups consisting of a minimum of ten passengers referred to in (iii) below through substitution in accordance with provisions of Rules 4000/4100/4250 of C.A.B. no. 782, issued by Airline Tariff Publishing Co., agent, such passengers shall be protected by this provision to the same extent as the original passengers. Furthermore, this provision will not apply to sales made outside the U.S.A. for tickets to be issued in the U.S.A.;
    - (iii) That transportation commences within six months after ticket issuance; except that for groups consisting of a minimum of ten passengers, booked as a

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group and ticketed on any fare type, travelling together at least on the outbound Transatlantic flight, transportation must commence within one year after the issuance of the tickets or MCO;

(iv) The originating confirmed Transatlantic flight shown on the ticket is not voluntarily changed at the request of the passenger(s), group leader, or anyone representing the group or its individual members subsequent to the effective date of any increase in the applicable fare;

(v) The tickets are issued on LX stock or with LX plates.

#### Exception 2:

(Applicable only for groups of 40 or more passengers whereas MCO's are issued in the U.S.A., and traveling via LX services locally or jointly from/to points in areas 2/3). No increase in the fare will be collected in cases where an MCO has been issued for 25 percent of the applicable fare in effect for all passengers and is paid to LX 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: provided

- (a) For incentive group fares governed by rules 4000/4100/4250 or subsequent reissues thereof, the fare in effect at the time of the MCO deposit will be guaranteed for a period of 18 months from the date of the MCO deposit.
- (b) For all other fare types, except incentive group fares governed by rules 4000/4100/4250 or subsequent reissues thereof, the fare in effect at the time of the MCO deposit will be guaranteed for a period of 12 months from the date of the MCO deposit.

#### (F) Erroneous fares

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Swiss reserves the right to cancel reservations and/or tickets issued with an erroneously quoted fare prior to said erroneous quote being detected and corrected. Swiss 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.

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## Rule 6 Classes of Service and Upgrade Offer

(A) First class
First class or class "F" fares apply when travel is in
the first class compartment of combination compartment
flights operated with jet aircraft.

(1) The first class section will be located in the forward-most compartment of LX aircraft.

(2) Separate check-in facilities will be provided for passengers eligible for first class seating, when airport space and staffing permit.

(3) Passengers eligible for first class seating will be afforded the use of first class lounges where such facilities exist.

- (4) Passengers seated in the first class section will (when flight time permits) be afforded in-flight amenities such as complimentary beverages (including cocktails and wine) and the complimentary use of headsets for audio/visual entertainment (where such feature is provided in flight).
- (B) 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 first class, 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 either immediately behind the first class compartment and will extend rearward in the aircraft to that point at which seating for passengers traveling at economy class fares begins or 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).

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- (C) Economy class or class "Y" economy class or class "Y" fares apply when travel is in the economy class section of combination compartment flights designated as first class, business class, and economy class or 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.
  - (2) Passengers seated in the economy class section will (when flight time permits) be afforded in-flight amenities such as complimentary beverages (including cocktails, beer and wine) and the complimentary use of headsets for rental for audio/visual entertainment (where such feature is provided in flight).
- (D) Upgrade offer

Passengers booked in economy class have the choice to select a bid for a suitable amount they are willing to pay to upgrade to the business class compartment. Swiss will offer the customer two possibilities to participate in the Swiss upgrade offer.

- (1) The customer will receive an email invitation from
- (2) For bookings made via Swiss.COM it will be possible for the customer to select the suitable amount via the link "bid for upgrade" at the end of the booking process.
- (3) Only those customers who have received and invitation will be allowed to participate in the Swiss upgrade offer.
- (4) The Swiss upgrade offer is offered per segment and not for the entire origin and destination in the itinerary. Prices will vary between CAD 500 and CAD 2600.
- (5) Swiss reserves the right to decide who will receive the invitation and which bids will be accepted. Acceptance will depend on availability of seats in business class as well as the forecast of expected sold business class.
- (6) Passengers must hold a valid Swiss/724 ticket and must be booked on LX operated or wet lease flight numbers in economy class on intercontinental flights including Tel Aviv. The following exceptions are excluded from the upgrade offer:
  - LX codeshare flight numbers operated by other carriers
  - Flights to/from Cairo.
  - Tickets originating in Brazil/India and Japan.
  - Tickets sold in Brazil/India and Japan
  - Group bookings

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- Travel industry and agent discounted tickets

Bookings with the following SSRs \*(special service requests):

 Infant, animal in hold, PETC in cabin, medical cases, stretchers, extra seat, cabin baggage and deportees.

(7) Swiss will evaluate all bids and then decide on the acceptance of the bid within 120 hours and 48 hours before departure.

(8) All customers who made a bid will receive an email informing them if their bid was accepted or not.

(9) Customers can withdraw or change their bid any time up to 120 hours prior to departure.

- (10) If the customers bid is successful the bid amount will be charged to their credit card and new electronic tickets will be emailed. The customer will receive business class boarding passes at check-in.
- (11) If the customer's bid is not accepted the original ticket will remain valid at no additional costs or charges.
- (12) Customers whose bids have been accepted are entitled to: priority check-in and boarding, lounge access and earn mileage as per booking code "p".

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Rule 10 Special Airport Lounge Facilities

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# Rule 15 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.

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## Rule 20 Surcharges

Navigation surcharges (Applicable for transportation (A) to/from Canada)

- A navigation surcharge of CAD 15.00 will be (1)collected at time of ticket issuance for all passengers on a fare component basis. Applicable to Transatlantic travel to/from Canada. The surcharge of CAD 15.00 will apply in each direction to the following destinations:
  - Dubai/Brussels/Geneva/Zurich/Prague/Berlin/ Frankfurt/Munich/Copenhagen/Algiers/ Barcelona/Madrid/Lyon/Marseille/Nice/ Edinburgh/Glasgow/Manchester/Athens/Budapest/ Tel Aviv/Delhi/Mumbai/Milan/Rome/Venice/ Casablanca/Amsterdam/warsaw/Lisbon/Istanbul/ Bucharest/Porto/Zagreb/Bordeaux/Vienna/Toulouse/ Tel Aviv
- (b) Algiers/Paris/London/<del>Tel</del> Aviv/Casablanca/Shannon/Dublin in all \_\_\_\_\_

## booking

classes except K<del>,L,T,S,W</del>.

- (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).
- The surcharge applies in addition to all other (3) charges and is not subject to any further discounts.
- The navigation surcharge will accrue to Swiss (4) international air lines when travel to/from Canada is via the services of Swiss international air lines.
- (5) The navigation surcharge will not apply to the following:
  - Passengers transiting Canada where no fare (a) break occurs
  - Swiss international air lines passengers (b) travelling on a free ticket
  - (c) All fares originating Area 2/3 to Canada for Transatlantic travel
  - Joint Round the World type fares (d)
- Hong Kong SAR security service charge A security service charge of HKD 33 will be collected at the time of ticket issuance worldwide from each passenger of any age group (including infants) for each departure out of Hong Kong SAR.
  - The amount to be charged will be incorporated in the fare calculation shown as a '0' surcharge, by

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converting the HKD 33 surcharge into NUC and
CAD/USD using the applicable IATA rate of exchange
(IROE).

- (3) The security service charge will apply to
  passengers departing Hong Kong SAR including
  through passengers with a stopover in Hong Kong
  SAR.
- (4) The security service charge is subject to refund when Hong Kong SAR is no longer a departing, and/or stopover point as a result of cancellation/rerouting of a ticket.

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## Rule 21 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.

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 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.
- Determination of self reliance -except for (5) safety-related matters governed by transport Canada, Swiss 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) Assistant (personal attendant) An able bodied person 15 years of age or older 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.
- (7) Wheelchair-bound athlete a non-ambulatory person with upper body and arm development such as to

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make him/her physically capable of egressing an aircraft in an emergency with minimal assistance, and who is a member of a bona-fide sports organization.

(B) Acceptance of disabled passengers
Applicable for flights to/from Canada.

- (1) The carrier will accept the disabled persons determination as to self-reliance.
- (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 15 years of age 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 carrier accepts for transportation without charge a properly harnessed 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.
- (4) Disabled passengers will be accepted for transportation as outlined in the following: Disability Attendant Required Ambulatory/Self Reliant No Ambulatory/Non Self Reliant Yes Blind No Deaf No Blind and Deaf/ Self Reliant No Blind and Deaf/ Non Self Reliant Yes Intellectual/Self Reliant No

Intellectual/Self Reliant No
Intellectual/
Non Self Reliant Yes
Non-Ambulatory/
Self Reliant No
Non-Ambulatory/
Non Self Reliant Yes

(C) Seating accommodations and restrictions Applicable for flights to/from Canada.

(1) Passengers with a disability required special seating accommodation for travel on LX operated flights and who do not pre-select their seat upon

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making a reservation must contact an LX reservations center.

- (2) Passengers with a disability requiring special seating accommodation for travel on LX coded flights operated by another carrier must either contact LX reservation center or the operating carrier directly.
- (3) Passengers with a disability will not be permitted to occupy seats in designated emergency exit row.
- (4) Service to disabled
  Swiss international airlines 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 advising LX 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.
- (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).
- (D) Acceptance of mobility aids
  In addition to the regular free baggage allowance
  provided in Rule 115 carrier will accept the following
  items which must be stowed in the baggage compartment:
  - (1) Manually operated wheelchairs and walkers.
  - (2) Wheelchairs with nonspillable batteries with terminals disconnected and securely fastened to the wheelchair.
  - (3) Crutches and canes may be retained in the passenger's custody provided they are stowed in accordance with carrier's safety regulations.
  - (4) Wheelchairs with spillable wet cell batteries must be loaded, stowed, secured and loaded in an upright position. The battery must be disconnected. The battery terminals must be insulated to prevent accidental short circuits and the battery must be securely fastened to the

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wheelchair.

(5) Persons needing the use of electrically powered medical equipment will be accepted as medical cases and thus subject to medical clearance by the company medical authorities. In such case the carrier provides electricity for the on-board operation e.g.

- (6) Continuous positive air way pressure (CPAP) Electrically driven inhalators use of such equipment is technically limited and is subject to safety clearance by the relevant technical departments via the respective coordinating departments. Such equipment may only be used on points-to-point flights or on-line transfer flights.
- (7) Passengers dependent on kidney dialysis machines or CAPD (continuously ambulatory peritoneal dialysis) requiring bags with dialysis solution, can check in these items free of charge (maximum 20kgs). In addition a kidney dialysis machine (approximate measurements 80x60x40cm) can if needed also be carried free of charge (in cabin or in hold whichever is applicable/possible). Use on board is not permitted.
- (8) Medical equipment over 20 kg need to be cleared by Swiss medical services.
- (9) A battery operated portable oxygen concentrator (POC) is accepted. Passenger has to bring a sufficient number of extra batteries for 150 percent of the entire journey. Each battery must be packed separately in a container due to risk of shortcut.
- (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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## Rule 24 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 12 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 12 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 11 years age

Unaccompanied minor service is mandatory. Accepted only for transportation on LX-operated flights in either economy or business class.

12 to 17 years of age

unaccompanied minor service is available upon request but is not mandatory.

#### (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 11 years old: Applicable adult fare.

Unaccompanied minors 12 through 17 years old:

Applicable adult fare.

A charge will be applied for mandatory service provided to accompany children 5 through 11 years old and when requested for minors 12 through 17 years old. Unaccompanied minor service charge from Canada will be charged on a per flight/sector basis as follows:

Sector/flights	CHF	EUR CAD/USD	
Domestic flights (within	50	40	60
Switzerland)			
European flights	70	60	90
Intercontinental flights	120	100	150

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onward connection on other 50 40 60 airline within same country (e.g. BKK-TG-HKT) Onward connection on other 50 40 60 airline within same continent (e.g. BKK-TG-SIN) Onward connection on other 100 80 120 airline between two different continents (e.g. BKK-TG-SYD)

For example a YUL-ZRH-ROM will be charged at a total of CAD 240

i.e. YUL-ZRH CAD 150 plus ZRH-ROM CAD 90.

A YUL-ZRH-TLV will be charged at a total of CAD 300 i.e. YUL-ZRH CAD 150 plus ZRH-TLV CAD 150.

The fee is charged per unaccompanied child separately and not per party of unaccompanied children travelling together.

The charge will be collected by means of an electronic miscellaneous document (EMD) made payable to LX.

Infants occupying a seat:

The fare for infants occupying a seat will be 100% of the applicable adult fare.

(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 LX 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 11 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 LX handling advice for unaccompanied minors which can be obtained on carrier's web site www.Swiss.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

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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.

(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 0021.

(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.

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## Rule 25 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 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;
- (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) When the passenger refused to permit security check and/or search of his person or property for explosives or a concealed, deadly or dangerous weapon or article.
- (C) Passenger's condition

Applicable for flights to/from Canada.

- (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

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(3) When the passenger has an offensive odor (for example, such as from a draining wound).

- (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.
  - (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 reasonable grounds to believe that a ticket was acquired fraudulently, 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 LX or LX 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

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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 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;
- (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:

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 continued compliance in continued avoidance of prohibited conduct, and

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(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, including the recourses provided in the aeroplan member's guide or the filing of criminal or statutory charges.

Recourse of the passenger/limitation of liability (H) 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

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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.

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#### Rule 30 Ground Transfer Service

#### (A) General

- (1)Except as otherwise provided below, carrier does not maintain, operate or provide ground transfer service between airports or between airports and town centers. Except where ground transfer service is directly operated by carrier, 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. In cases where a carrier maintains and operates for it passengers local transfer services, the terms, conditions, rules and regulations of the carrier, including (but without limitation) those stated or referred to in their tickets, baggage checks and baggage valuation agreements shall be deemed applicable to such local services. No portion of the fare shall be refundable in the event local transfer services are not used.
- (2) In the case of scheduled overnight stops on through service via the same or a combination of carriers named, ground transfer charges may be borne by the carrier.
- (B) At points in Area 1
  Ground transfer service between airports and the town centers served is not included in the fare.
- (C) At points in Area 2 and Area 3
  Ground transfer service between airports and the town centers is not included in the fare.

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## Rule 35 Passengers Expenses En Route

(A) Inflight services

Meals

Meals, if served, will be free of charge, unless otherwise specified in the published tariffs of carrier.

(B) En route ground services

(1) Hotel accommodations and other services

- (a) When requested by passenger, carrier's representatives will make application on their behalf for hotel reservations, but the availability thereof is not guaranteed. All expenses incurred by carrier or its representatives in arranging, or attempting to arrange, for reservations will be chargeable to passengers, except as otherwise provided in this tariff.
- (b) Except as provided below, hotel expenses are not included in passenger fares, and in the case of scheduled overnight or other stops on through services, the cost of hotel accommodation may be borne by carrier.
- (2) If food is provided, it is provided at no charge. Exception 1: This rule does not apply at connecting points in the U.S.A. or Canada for passengers originating

Canada for passengers originating in, destined to or having their point of turnaround in that area.

Exception 2:

Eastbound across the Atlantic, this rule applies only to passengers making same day connections where the time between arrival and scheduled departure on the connecting service is in excess of six hours. This provision only applies to passengers travelling at normal fares as published in this tariff.

Note:

For the purpose of this rule, connecting point means a point to which a passenger holds space on a flight of one carrier and out of which the passenger holds confirmed space on a flight of the same or another carrier.

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all airports through which a city is served by any carrier shall be deemed to be a single connecting point when the receiving carrier has confirmed reservations to the delivery carrier.

(C) 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.

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Rule 40 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.

Exception: Transit taxes at connecting points will be borne by carrier in case of scheduled overnight or other stops on through services.

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## Rule 41 Other Charges

Distribution cost surcharges (DCC)

- (A) Effective Sep 01, 2015 for ticketing and travel on/after Sep 01, 2015, Swiss international airlines will collect a distribution cost surcharge (DCC) for tickets issued on LX 724 ticket stock when LX is a participating carrier in the itinerary.
- (B) The charge will only be applicable at original time of ticket issuance and only when sales are made by travel agencies or online travel agencies.
- (C) The charge is not applicable when tickets will be reissued.
- (D) Until further notice the code "YR" will be used and the amount will be shown in the tax box of the ticket.
- (E) The value of the surcharge is CAD 23/CHF 16/EUR 16/USD 17.50

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## Rule 43 International Surcharge (Applicable to/From Canada $Onlv)^{\dagger}$

The surcharge will be collected at point of sale, is applicable to all passengers on all fare types, will (A) apply in addition to all other charges and is not subject to any discount.

The surcharge applies on tickets of Swiss International Airlines or any Interlining Carrier's ticket. (B)

The total amount collected shall be entered in the (C) Tax/Fee/Charge box of the ticket under code "YQ". The surcharge is not commissionable.

(D)

The following shall apply in the case of refund (E)

In a refund process of a totally unused ticket the international surcharge will be refunded together with a fully or a partially refundable fare. For non-refundable Swiss fares the international surcharge will also become non-refundable. In a refund process of a partially used ticket the unused international surcharge shall be taken into recalculation of the portion actually flown and shall be refunded only in case of a lower fare and total result. \_In a reissue/rerouting process Swiss takes all international surcharge already paid into consideration for a new calculation. This applies irrespective if an LX 724 or another airline's electronic ticket is accepted for exchange. Only new international surcharges and/or a clear difference of higher amounts shall be collected from a passenger. If an international surcharge is not used anymore E.G. due to a change of routing it shall be transferred as paid to the new ticket. A refund request of the respective amount can be requested by the passenger once travel is completed and the ticket has been used.

(F)

The surcharge will not apply to the following:
(1) LX flight numbers operated by ground transportation (buses and trains)

Infants to Israel only. LX industry discounted (ID) tickets. (3)

The following Route-Specific carrier imposed surcharge shall apply for the following itineraries and shall be included in any fare advertised or quoted to consumers for such itineraries.

(1)

- The value of this surcharge is:

  (a) CAD 285 on transatlantic journeys (per one-way) from Canada to Europe in Economy Class, Except as noted below in Section 2.
- CAD 290 on Transatlantic journeys (per one-way) from Canada to TC2 in Economy Class, Except as noted below in section 2.
- CAD 585 for transatlantic journeys (per (c) one-way) from Canada to Europe, in Business

<sup>†</sup> Effective January 11, 2020 pursuant to Special Permission no. 57700

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Class Except as noted below in Section 2.
(d) CAD 630 for Transatlantic journeys (per one-way) from Canada to TC 2, in Business

one-way) from Canada to TC 2, in Business Class except as noted below in section 2.

(e) CAD 695 for transatlantic journeys (per one-way) from Canada to Europe, in First Class except as noted below in (2).

(f) CAD 515 for transatlantic journeys (per one-way) from Canada to TC2, in First Class except as noted below in section 2.

(g) CAD 386 for transatlantic journeys (per one-way) from Canada to TC3, in Economy Class except as noted below in Section 2.

(h) CAD 518 for transatlantic journeys (per one-way) from Canada to TC3, in First and Business Class except as noted below in Section 2.

(2) Following are the exception to the Transatlantic surcharge noted in the section 1 above:

(a) CAD 220 on Transatlantic journey (per one-way) from Canada to Great Britain in Economy class.

(b) CAD 517 on Transatlantic journey (per one-way) from Canada to Great Britain in Business Class.

(c) CAD 260 on Transatlantic journey (per one-way) from Canada to Republic of Ireland in Economy class.

(d) CAD 505 on Transatlantic journey (per one-way) from Canada to Republic of Ireland in Business Class.

(e) CAD 205 on Transatlantic journey (per one-way) from Canada to Iceland in Economy class.

(f) CAD 420 on Transatlantic journey (per one-way) from Canada to Iceland in Business class.

(g) CAD 265 on Transatlantic journey (per one-way) from Canada to Portugal in Economy Class.

(h) CAD 225 on Transatlantic journey (per one-way) from Canada to Algeria in Economy Class.

(i) CAD 410 on Transatlantic journey (per one-way) from Canada to Algeria in Business

(j) CAD 225 on Transatlantic journey (per one-way) from Canada to Morocco in Economy Class.

(k) CAD 410 on Transatlantic journey (per one-way) from Canada to Morocco in Business Class.

(1) CAD 250 on Transatlantic journey (per one-way) from Canada to Lebanon in Economy Class.

(m) CAD 500 on Transatlantic journey (per one-way) from Canada to Lebanon in Business Class.

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(n) CAD 600 on Transatlantic journey (per one-way) from Canada to United Arab Emirates in Business Class.

- (o) CAD 310 on Transatlantic journey (per one-way) from Canada to Israel in Economy class.
- (p) CAD 460 on Transatlantic journey (per one-way) from Canada to Israel in Business class.
- (q) CAD 290 on Transatlantic journey (per one-way) from Canada to Middle East in Economy Class.
- (r) CAD 630 on Transatlantic journey (per one-way) from Canada to Middle East in Business Class.
- (s) CAD 730 on Transatlantic journey (per one-way) from Canada to Middle East in First Class.
- (t) Not used
- (u) Not used
- (v) Not used
- (w) CAD 290 on Transatlantic journey (per one-way) from Canada to Africa in Economy Class.
- (x) CAD 630 on Transatlantic journey (per one-way) from Canada to Africa in Business Class.
- (y) CAD 730 on Transatlantic journey (per one-way) from Canada to Africa in First Class.
- (z) CAD 322 on Transatlantic journey (per one-way) from Canada to India in Economy Class.
- (z) CAD 640 on Transatlantic journey (per one-way) from Canada to India in Business class.
- (aa) CAD 750 on Transatlantic journey (per one-way) from Canada to India in First Class.
- (bb) CAD 290 on Transatlantic journey (per one-way) from Canada to Afghanistan, Bangladesh, Pakistan, Sri Lanka, Maldives, Tajikistan, Turkmenistan, Uzbekistan, Kyrgyzstan, Kazakhstan and Russia East of but not including Urals in Economy Class.
- (cc) CAD 630 on Transatlantic journey (per one-way) from Canada to Afghanistan, Bangladesh, Pakistan, Sri Lanka, Maldives, Tajikistan, Turkmenistan, Uzbekistan, Kyrgyzstan, Kazakhstan and Russia East of but not including Urals in Business Class.
- (dd) CAD 730 on Transatlantic journey (per one-way) from Canada to Afghanistan,
  Bangladesh, Pakistan, Sri Lanka, Maldives,
  Tajikistan, Turkmenistan, Uzbekistan,
  Kyrgyzstan, Kazakhstan and Russia East of but not including Urals in First Class.
- (ee) CAD 386 on Transatlantic journey (per one-way) from Canada to Hong Kong, Japan,

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Peoples Republic of China, Singapore and Thailand in Economy Class.

- (ff) CAD 518 on Transatlantic journey (per one-way) from Canada to Hong Kong, Japan,
- Peoples Republic of China, Singapore and
  Thailand in First and Business Class.
  For journeys originating in Switzerland to Canada where fares are officially filed in CHF, the charges will be levied as follows: (3)
  - CHF 178 LX intercontinental sectors between Switzerland and Canadian Destinations in provinces of NB/NF/NS/ON/PE/PQ/QC in Economy class.
  - (b) CHF 203 LX intercontinental sectors between Switzerland and Canadian Destinations in provinces of MB/NU/SK/AB/NT/BC/YT in Economy Class.
  - (c) CHF 253 LX intercontinental sectors between Switzerland and Canadian Destinations in provinces of NB/NF/NS/ON/PE/PQ/QC in First & Business Class.
  - CHF 278 LX intercontinental sectors (d) between Switzerland and Canadian Destinations in provinces of MB/NU/SK/AB/NT/BC/YT in First & Business Class.
- (4) For journeys originating in India the charges will be levied as follows:
  - EUR 62.50 LX intercontinental sectors (a) between Europe and North America in Economy class.
  - (b) EUR 136 LX intercontinental sectors between Europe and India in Economy Class. EUR 129 LX intercontinental sectors
  - (c) between Europe and North America in First & Business Class.
  - EUR 156 LX intercontinental sectors between (d) Europe and India in First & Business Class.
- For journeys originating in countries to Canada where fares are officially filed in Euro, the charges will be levied as follows: (5)
  - EUR 141 LX intercontinental sectors between Europe and Canadian Destinations in provinces (a) of NB/NF/NS/ON/PE/PQ/QC in\_Economy Class.
  - EUR 161 LX intercontinental sectors between (b) Europe and Canadian Destinations in provinces of MB/NU/SK/AB/NT/BC/YT in Economy Class.
  - (c) EUR 191 LX in continental sectors between Europe and Canadian Destinations in provinces of NB/NF/NS/ON/PE/PQ/QC in First and Business class.
  - (d) EUR 211 LX intercontinental sectors between Europe and Canadian Destination in provinces of MB/NU/SK/AK/NT/BC/YT in First & Business class.

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Rule 45 Administrative Formalities, Passports, Visas and Tourist Cards

(A) Compliance with regulations
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.

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(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.

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## Rule 50 Preplanned Oxygen Service

Carrier will provide online in-flight oxygen service on all flights subject to the following conditions:

- (A) Passengers will be required to give carriers at least 72 hours notice that in-flight oxygen will be needed. It will be the passenger's responsibility to make arrangements for oxygen service via other carriers involved in interline transportation, if required.
- (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.

  Note: The oxygen equipment is voluntarily maintained to a standard in full compliance with FAA rule 121.574.
- (C) The charge for preplanned oxygen service will be as follows: European flights CAD 300/CHF300 (or equivalent in local currency) per leg. All other flights CAD 450/CHF450 (or equivalent in local currency) per leg. If oxygen is required additionally during transit in Zurich, one supplementary charge of CAD 300/CHF300 (or equivalent in local currency has to be collected. Collection of charges is required at time of reservation by means of a credit card. If no credit card is available passenger or family member must contact the nearest LX office, or LX air travel office. Cancellations of oxygen bottles are free of charge up to 48 hours prior to departure. In case of no show or cancellation within 48 hours of departure no refund will be due.
- (D) A passenger requiring oxygen is permitted to travel unaccompanied on the carrier's online 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 the cabin an LX aircraft. If bottles are carried they may only be accepted as cargo. Exceptions may only be granted by special approval of LX medical department SITA address-ZRHRELX. Please contact carrier for further details.

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#### Rule 55 Limitations of Liability

(Applicability to international transportation to/from the US and Canada)

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

(B) Laws and provisions applicable

(1) Liability in the case of death or bodily injury of a passenger
The carrier shall be liable under article 17 of the Warsaw convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:

(a) The carrier shall not be able to exclude or limit its liability for damages not exceeding 113,100 special drawing rights for each

passenger.

(b) The carrier shall not be liable for damages to the extent that they exceed 113,100 special drawing rights for each passenger if the carrier proves that:

> (i) Such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants

or agents; or

(ii) Such damage was solely due to the negligence or other wrongful act or omission of a third party.

- (c) The carrier reserves all other defenses and limitations available under the Warsaw convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defense of article 21 of the Warsaw convention and article 20 of the Montreal Convention, except that the carrier shall not invoke articles 20 and 22(1) Of the Warsaw convention in a manner inconsistent with paragraphs 1 and 2 hereof.
- (d) With respect to third parties, the carrier reserves all right of recourse against any other person, including, without limitation, rights of contribution and indemnity.

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(e) The carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.

(2) In cases of bodily injury or death, the carrier shall make an advance payment where the carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:

- (a) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 special drawing rights, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the carrier in its sole discretion.
- (b) The carrier shall make the advance payment as an advance against the carrier's liability under the Warsaw convention, or the Montreal convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.
- (c) The carrier, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw convention, or the Montreal Convention, whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
- (d) The carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of the carrier.
- (e) The carrier may recover an advance payment from any person where it is proven that the carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to

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receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.

(3) Liability in the case of passenger delay the carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:

(a) The carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible

for it or them to take such measures.

(b) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Warsaw convention and the Montreal convention, whichever may apply in addition to any limitation or defense recognized by a court with proper jurisdiction over a claim.

- (c) The carrier reserves all defenses and limitations available under the Warsaw convention or Montreal Convention, whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of article 21 of the Warsaw convention and article 20 of the Montreal Convention. Under the Montreal convention, the liability of the carrier for damage caused by delay is limited to 4.694 SDR per passenger. The limits of liability shall not apply in cases described in article 25 of the Warsaw convention or article 22 (5) Of the Montreal Convention, whichever may apply.
- The carrier reserves all defenses and (d) limitations available under the Warsaw convention or the Montreal Convention. whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of article 21 of the Warsaw convention and article 20 of the Montreal Convention. the Montreal Convention, the liability of the carrier for damage caused by delay is limited to 4,694 SDR per passenger. The limits of liability shall not apply in cases described in article 25 of the Warsaw convention or article 22 (5) Of the Montreal Convention, whichever may apply.

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

The carrier is liable for damages sustained in the

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case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:

(a) Except as provided below, the liability of the carrier is limited to 1,131 Special Drawing Rights For each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw convention or the Montreal convention, whichever may apply. Unless the passenger proves otherwise.

(i) All baggage checked by a passenger shall be considered to be the property of that

passenger;

(ii) A particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger; and

- passenger; and

  (iii) Unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
- (b) If a passenger makes, at the time checked baggage is handed to the carrier, a special declaration of interest and has paid a supplementary sum, if applicable, the carrier will be liable for destruction, loss, damage, or delay of such checked baggage in an amount not exceeding the declared amount, unless the carrier proves that the declared amount is greater than the passenger's actual interest in delivery at destination. The declared amount, and the carrier's liability, shall not exceed the total amount of declaration permissible under the carrier's regulations, inclusive of the limitation of paragraph (b)(4)(a) hereof. In the case of transportation under the Warsaw convention, no supplementary sum shall apply unless the declared amount exceeds 19 special drawing rights per kilogram of the total recorded weight of the checked baggage at the time the baggage is handed to the carrier. Note: This provision is not applicable to a person with a disability's mobility aid.

(c) In the case of unchecked baggage, the carrier is liable only to the extent the damage resulted from its fault, or that of its fault, or that of its servants or agents.

(d) The carrier is not liable for damage sustained in case of destruction or loss of, or damage to, checked baggage upon condition

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only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage result from inherent defect, quality or vice of the baggage. Further, the carrier's liability for the destruction, loss, damage or delay of baggage is subject to the terms, limitations and defenses set forth in the Warsaw convention and Montreal convention, whichever may apply, in addition to any limitation of Defense recognized by a court with proper jurisdiction of claim.

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

- (a) The air carrier will immediately provide a suitable temporary replacement without charge:
- (b) If a damaged aid can be repaired, in addition to (a) above, the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;
- (c) If a damaged aid cannot be repaired or is

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(D)

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

- (6) Service animals should injury or death of a service animal result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense, medical care for or replacement of the service animal.
- (C) Time limitations on claims and actions
  Under the Warsaw convention and the Montreal
  convention, whichever may apply, an action for damages
  must be brought within two years, and a complaint must
  be made to the carrier within seven calendar days in
  the case of damage to baggage, and 21 calendar days in
  the case of delay
  thereof. For baggage claims, reimbursement for
  expenses will be based upon acceptable proof of claim.
- The carrier will provide each passenger whose transportation is governed by the Warsaw convention or the Montreal Convention with the following notice:
  Advice to international passengers on carrier liability passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the warsaw convention, including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including special contracts of

death or injury to passengers, and for destruction or loss of, or damage to, baggage, and for delay of passengers and baggage."
For services provided in the EU, the carrier will use the following notice in addition to the preceding

carriage embodied in applicable tariffs, governs and may limit the liability of the carrier in respect of a

notice.
"Limits of Liability: the applicable limits of liability for your journey on a flight ticketed by this carrier are:

- (1) There are no financial limits for death or bodily injury and the air carrier may make an advance payment to meet immediate economic needs of the person entitled to claim compensation;
- (2) In the case of destruction, loss of, or damage or delay to baggage, 1,131 special drawing rights per

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passenger in most cases. You may benefit from a higher limit of liability for loss of, damage or delay to baggage by making at check-in a special declaration of the value of your baggage and paying any supplementary fee that may apply. Alternatively, if the value of your baggage exceeds the applicable limit of liability, you should fully insure it before you travel;

- (3) In the case of delay to your journey, 4,694 special drawing rights per passenger. If your journey also involves carriage by other airlines, you should contact them for information on their limits of liability."
- (E) Overriding law
  If any provision contained or referred to in the ticket
  or this tariff is found to be contrary to an applicable
  law, government regulation, order or requirement, which
  cannot be waived by agreement of the parties, such
  provision, to the extent that it is invalid, shall be
  severed from the ticket or tariff and the remaining
  provisions shall continue to be of full force and
  effect.
- (F) Modification and waiver
  No agent, servant or representative of the carrier has
  the authority to alter, modify, or waive any provisions
  of the content of carriage or this tariff.
- (G) Gratuitous transportation
  All passengers who are transported gratuitously by the
  carrier will be governed by all the provisions of this
  rule and by all other applicable rules of this tariff.

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## Rule 60 Reservations

## (A) Personal data

- (1)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 (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.
- (2) The transportation security agency's (TSA) secure flight program requires that LX collect the following additional information from passengers when making a reservation to fly within, into or out of the United States:
  - (1) Full name (required), as it appears on government-issued i.d. approved for use when traveling.
  - (2) Date of birth (required)
  - (3) Gender (required)
  - (4) Redress number (optional)
    LX 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 cancellation policy applies to all LX tickets.

#### (B) General

- (1) A reservation for space on a given flight is valid when the availability and allocation of space is entered into the carrier's reservation system and a confirmation number/code is obtained which authenticates the reservation.
- (2) The carrier will only issue a ticket against a valid reservation, subject to payment or other satisfactory arrangement and passenger compliance with the check-in time-limits set out in paragraph

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(h) below, a ticket will be issued to the passenger by the carrier or agent of the carrier indicating that the passenger is holding confirmed space for flight(s) shown on the ticket. The ticket will only apply between the points named on the ticket flight coupons that are presented.

- (3) A passenger who is holding an unused open-date ticket or a portion of a ticket or an EMD (electronic miscellaneous document) for onward travel or who wishes to change his or her reservation for another date, will not be entitled to any preferential right to secure a new reservation.
- (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) Seat assignment

(1) Carrier does not guarantee allocation of any particular space on the aircraft.

(2) Advance seat selection the passenger may pre-select a seat when booking a fare. However, a fee will be assessed if it is a condition of the fare purchased.

Exception: Persons with disabilities, unaccompanied minors, passengers requiring baby bassinette and passengers travelling with a pet in the passenger cabin will not be charged a seat selection fee. The advance seat selection fee will be applied as follows:

(a) Applicable fees for travel

- (i) For travel within Europe and Switzerland and between Dubai and Muscat on LX operated flights standard chargeable seat CAD 15/USD 15 preferred zone CAD 30/USD 30 extra leg room CAD 35/USD 35
- (ii) For travel between Switzerland and Europe/Egypt on LX codeshare flights operated by edelweiss air (WK) via www.edelweissair.ch only standard chargeable seat CHF 20 emergency exit with extra leg room CHF 20 economy max seats with 90 CM pitch in lieu of 76 CM CHF 250.

  Note: Charges in CHF will be converted

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to CAD at the bank sellers rate
(iii) For travel between Canada/USA/and international points and for travel between Switzerland and intercontinental destinations on LX operated flights standard chargeable seat CAD 29/USD 29 preferred zone CAD 49/USD 49 extra leg room CAD 99/USD 99

- (iv) For travel between Canada/USA and international points and for travel between Switzerland and intercontinental destinations on LX codeshare flights operated by edelweiss air (WK) via www.edelweissair.ch only Standard chargeable seat CHF 40 Extra leg room CHF 100 Emergency exit seat with 90 CM pitch in lieu of 76 CM CHF 250 Note: Charges in CHF will be converted to CAD at the bank sellers rate.
- (b) Fees are non-refundable unless:
  - (i) The carrier must move the passenger from their pre-paid, pre-selected seat due to an involuntary schedule or airport change or due to safety or operational reasons.
  - (ii) The passenger has a confirmed rebooking in a higher compartment.
- (E) Accompanied minors: complimentary seat assignment for minors under the age of 14
  - (1) Minors under the age of 14 will receive complimentary family seating to ensure that they are seated in close proximity to a parent, guardian or tutor travelling with them. If seating assignments are not selected (or selection is not an option) at time of reservation confirmation, then the complimentary seating assignments will be provided at check in or the boarding gate. These seating assignments will be based on seating availability, and will be provided as follows:

(a) in the case of a child who is 4 years of age or younger, a seat that is adjacent to their parent, guardian or tutor's seat;

- (b) in the case of a child who is 5 to 11 years of age, a seat that is in the same row as their parent, guardian, or tutor's seat and that is separated from that parent, guardian or tutor's seat by no more than one seat; and
- (c) in the case of a minor who is 12 or 13 years of age, a seat that is in a row that is separated from the row of their parent, guardian or tutor's seat by no more than one row.

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(d) In the event that there is no seating availability on the date of travel, volunteers will be approached for reseating to accommodate family seating.

- (F) Cancellation of reservations
  Carrier will cancel reservations of any passenger:
  - (1) To comply with any government regulations; or
  - (2) To comply with any government request for emergency transportation; or
  - (3) Advisable by reason of weather or other conditions beyond its control (including, but without limitation, acts of god, force majeure, labor disturbances, strikes, civil commotions, embargoes, wars, hostilities or disturbances) Actual, threatened or reported.
- (G) 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 from the passenger to cover the communications costs of making such reservations and subsequent cancellation thereof.
- (H) Failure to occupy seat
  If a passenger fails to occupy space which has been reserved by/for him/her and the carrier is not notified of the cancellation of such reservation up to and until the departure of that flight, the carrier will cancel all continuing or return reservations held by the passenger provided LX originally reserved the space.
- (I) Check-in time limits
  The passenger must present him/herself at the LX
  check-in counter of the airport in U.S.A./Canada with
  his/her baggage for the flight for which such passenger
  holds a reservation to permit completion of government
  formalities and departure procedures, in accordance
  with the following minimum check-in times prior to
  departure:

First and Business Class
At least 60 minutes
except as provided below
Montreal
At least 40 minutes

Economy Class At least 90 minutes except as provided below Montreal

At least 40 minutes

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

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loss or expense due to passenger's failure to comply with this provision.

(J) Liability

LX is not liable when it cancels reservations of any passenger in accordance with this rule however:

- (1) If such reservation is cancelled in accordance with paragraph (e) of this rule, LX will take such action as is provided in the following rules:
  Rule 80 (B) Involuntary Revised Routings
  Rule 90 (D) Involuntary Refunds
- (2) If such reservation is cancelled in accordance with paragraph (g), or (h) of this rule, LX will take such action as is provided in the following rules:

Rule 80 (a) Changes Requested by Passenger

Rule 90 (E) Voluntary Refunds

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## Rule 65 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) Airline tickets issued outside the Philippines for international transportation of passengers originating in the Philippines shall not be valid for such transportation.
  - Note 1: For the purpose of this rule, a passenger traveling abroad from the Philippines shall be deemed originating in the Philippines if:
    - (a) He/she is a resident of the Philippines; or
    - (b) His/her travel abroad from the Philippines is subject to the payment of the travel tax imposed under pd1183, as amended; or
    - (c) The first leg of his/her actual trip starts in the Philippines as verified by the absence of the corresponding immigration entry on his/her passport subsequent to the date of issuance or the airline ticket abroad.
  - Note 2: For the purpose of this rule, an airline ticket is deemed issued outside the Philippines if it shows on its face that it has been issued outside the Philippines.
- (5) (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

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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 paragraph (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 001 (definitions) the carrier 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

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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 paragraph (h) above is not provided or if the passenger refuses to undertake to compensate the carrier, the 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.

(7) 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

Point of sale Canada L

Channel Fee LX telephone CAD

20.00

Sales

LX ticket centre CAD 20.00

or airport sales

Fees above apply per transaction per adult children aged 2-11 pay CAD 10.00 These additional fees do not apply to tickets purchased directly from Swiss at Swiss.COM

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internet site when issued in Canada.
Additionally, tickets for the following will not incur the service fees:
Unaccompanied Minors
Accompanied Infants
Industry Discounts
Reissues

MPD's (Multi Purpose Documents)

(8) Re-issue fee:

A fee of CAD 20 will be charged by LX ticket offices for the voluntary reissue of tickets originally issued by travel agents. The above reissue fee will also be charged by LX 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.

(9) Name correction fee:

Example:

A fee of CAD 50/USD 50/CHF 50/ EUR 40 will be charged by LX ticket offices for the reissuance of tickets originally issued by travel agents in order to correct names according to passport where due to error by passenger or travel agency.

Incorrect spelling of name or change of marital status. The above name correction fee will also be charged by LX call centers/ticket centers/airport

sales.

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 of the passenger is transferred to LX. The above service fee will also be charged by LX call centers/ticket centers.

Exception:

The reissue fee does not apply to the following: Honorary Circle miles and more Frequent Flyer members and first class passengers customers with partly flown tickets, infant tickets, LX direct sales customers who purchased their tickets from LX airport ticket centers, city ticket offices, service centers or on

Swiss.COM.

- (B) Validity for carriage
  - (1) General

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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 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

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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 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

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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. For example, if a ticket is purchased at the Euro fare for travel Athens/Zurich/Montreal, and the passenger actually commences travel in Zurich instead of Athens, the fare must be reassessed at the Zurich/Montreal, Swiss Franc level.

- (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 without the knowledge and consent of the person to

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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 (see note).

Note: Except to the extent provided in Rule 55 with respect to tariff C.A.B. no. 782 issued by Airline Tariff Publishing CO., agent, rules affecting liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United states, and this rule is included herein as part of the tariff filed with governments other than the United States and not as part of tariff C.A.B. no. 782 issued by Airline Tariff Publishing CO., inc., filed with the Department of Transportation.

(G) 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 (g) 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 subparagraph (B)(2)(c) of this rule.

(H) Acceptance of tickets

(1) All airlines operating to, from or through the Philippines, including off-line carriers with sales offices and/or general sales agents in the Philippines, are hereby prohibited from importing into the Philippines airline tickets issued

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outside the Philippines for international air transportation of passengers originating in the Philippines.

- (2) All airlines operating to/from and/or through the Philippines shall ascertain whether or not the tickets for international air transportation of passengers originating in the Philippines, presented by such passengers at the airline check-in counters at the manila international airport, have been issued outside the Philippines. If so, said airlines shall not honor such tickets.
- (3) 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.

(I) 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 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 refund the difference, however, 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

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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.

(J) 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.

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# Rule 75 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 paragraph (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

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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 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 BA applicable from Monday of the following week up to and including the following Sunday.

#### D. En-route reassessment of fare

- 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: LX will pay the refund in the same form (i.e. cash, check, credit card etc.) That was used in purchasing the original transportation document. LX, in making the refund, will observe any refund restriction that may be published in the applicable rules governing the original transportation document. Further, LX will observe a government or LX restriction imposed on the conversion and refund of currencies outside of the country whose currency was originally collected.

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Rule 80 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 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 n

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

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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 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, Circle Trip 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, Circle 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, 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 paragraph (3) above, and the fare and charges paid by the passenger will be collected from the passenger by the

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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 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:
  - 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 governed by the provisions of rule

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.

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(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 first class flight to
business/economy/tourist/coach class flight or from a
business class flight to an economy/tourist/coach class
flight, and is entitled to a fare refund.

(E) The rules set out in EU regulation no. 261/2004 are fully incorporated herein and shall supersede and prevail over any provision of this tariff which may be inconsistent with those rules.

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# Rule 85 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. 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.

Delays and cancellations (B)

> Part I: Applicable only to flights or portions of flights originating in the EU and terminating in Canada

The rules set out in EU regulation no. 261/2004 are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

(1)Applicability

The following rules shall apply:

(a) In respect of flights departing from an airport in the European Union (EU) and flights departing from an airport in a third country bound to an airport in the EU unless passenger received benefits or compensation and were given assistance in that third country;

(b) 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;

Only to the passenger traveling with a valid ticket including tickets issued under a frequent (c) flyer or other commercial programme with confirmed reservations and

Presents himself at the appropriate place and has observed published minimum check-in times

(ii) Has complied with Swiss' ticketing and reconfirmation procedures

(iii) 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

(d) where LX is the operating carrier of the flight

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exceptions:

The following passengers will not be entitled to compensation:

- Passengers travelling to EU who have received (i) benefits or compensation in a third country
- (ii) Passengers travelling between two airports outside the EU unless the sector is part of a flight (same flight number) that originated in the EU
- (iii) Passengers without confirmed reservations
- (iv) Passengers who have not presented themselves for check-in on time
- (v) Passengers on free or reduced fares not directly or indirectly available to the
- public, e.g. ID and AD tickets The passenger is accommodated on the flight for (e) which he/she holds 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.
- (2)
- Cancellation of flights
  (a) In case of cancellation of a flight the passengers will be entitled to the following:
  - Right to compensation according to paragraph (i) (c) and
  - (ii) Right to choose between reimbursement/rerouting with the same options as mentioned under (a)(1)above and
  - (iii) Right to care including
    - Meals and refreshments, reasonably related to the waiting time
    - 2 telephone calls or telex, e-mails, fax
    - If necessary, hotel accommodation plus transfer between airport and hotel
  - (b) Amount of compensation payable
    - The amount of compensation depends on the (i) distance of the scheduled flight or the alternative flight proposed. Compensation amounts in EUR:

Flight km between and	Amount 1
_	EUR
0-1500	250
1500 - 3500	400
Intra EU flights of	
more than 1500	400
Greater than 3500	600

Greater than 3500 ouv

(ii) If an alternative flight is offered and the new scheduled arrival time does not exceed 2 hours versus the originally planned, the compensation amounts shown under (i) above can be reduced by 50 percent:

, , , , , , , , , , , , , , , , , , ,	Amount in
Flight km between and	EUR
0-1500	125

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1500-3500 200 Intra EU flights of More than 1500 200

- Greater than 3500 300

  (iii) In lieu of cash payment of the amounts mentioned in (b)(i) and (b)(ii) the passenger may choose compensation in the form of a voucher valid for further travel on the services of Swiss, then the compensation amount will be 150 percent of the amount mentioned in (b)(i) and (b)(ii). Following conditions shall apply to such vouchers:
  - Validity is 1 year from the date of issue If, after one year the voucher has not been used, it will be refunded but only at the cash values as applicable in (b)(i) and (b)(ii).
  - Lost vouchers will not be replaced
  - A ticket may only be issued in exchange for the voucher in the same name as that on the voucher
  - If the value of a desired ticket exceeds the value of the voucher, the passenger shall pay the applicable difference
  - If the value of the voucher exceeds the value of a desired ticket, the difference will not be refunded.
- (3) Long delay This rule is only applicable when a flight is delayed at departure, not when a flight leaves on time and is subsequently delayed. A long delay is considered a flight that is delayed according to the following parameters: Trips less than 1,500 km More than 2 hours

Trips between 1,500-3,500 km & all intra EU flights in excess of 1,500 km More than 3 hours

Trips more than 3,500 km (non intra EU) More than 4 hours

In this case the passengers are entitled to the following Right to care provided this does not result in a (a) further delay of the flight including

Meals and refreshments, reasonably related to the waiting time

2 telephone calls or telex, e-mails, fax

- If necessary, hotel accommodation plus transfer between airport and hotel; in case the flight is delayed until the next day hotel accommodation and transfer are mandatory.
- (b) If flight is delayed more than 5 hours right to be reimbursed within 7 days:

(i) Outbound passenger: Cost of ticket
(ii) Inbound passenger: Cost of non-used coupon
(iii) Transit passenger: Cost of non-used coupon, if the flight no longer serves any purpose; also cost of the tickets for parts of the journey

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already made and if relevant return flight to the first point of departure

(iv) For package tour passengers the value of reimbursement will have to be assigned to unused flight coupon(s)

Part II: Applicable only to flights or portions of flights originating Canada and terminating in the EU

The rules set out in the Canadian APPRs are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

(1)Applicability

The following rules shall apply:

In respect of flights departing from an airport in Canada bound to an airport in the European Union (EU) unless passenger received benefits or compensation and were given assistance in that the EU or a third country:

On condition that passengers have a confirmed (b) 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;

(c) Only to the passenger traveling with a valid ticket including tickets issued under a frequent flyer or other commercial programme with confirmed reservations and

Presents himself at the appropriate place and has observed published minimum check-in times

(ii) Has complied with Swiss' ticketing and

reconfirmation procedures

(iii) 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

(d) where LX is the operating carrier of the flight exceptions:

The following passengers will not be entitled to compensation:

- (i) Passengers travelling to EU who have received benefits or compensation in the EU or a third country
- Passengers travelling between two airports outside of Canada unless the sector is part of (ii) a flight (same flight number) that originated in Canada
- (iii) Passengers without confirmed reservations
- (iv) Passengers who have not presented themselves for check-in on time
- Crew members, airline employees or passengers (v) on free or reduced fares not directly or indirectly available to the public, e.g. ID and AD tickets

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(2) when a flight is delayed or cancelled (including before the day of travel), an airline has minimum obligations to passengers. The obligations depend on whether the disruption is:

Within the control of the airline, such as staff issues, aircraft preparation activities, decisions to consolidate flights because of low demand and (a) disruptions due to routine and scheduled maintenance (including any work to address issues found during

that maintenance).

(b) Within the airline's control but required for safety. In this category "required for safety" means required by law to reduce risk to passengers" Generally, these are situations in which an airline must delay or cancel a flight to follow rules put in place to make sure the flight and people on board are safe. These rules include the Canadian Aviation Regulations and its standards, or Outside the airline's control, such as security

(c) incidents, medical emergencies, bad weather or orders from applicable authorities.

(3) Obligations in situations within the airline's control

Standards of treatment If LX does not notify passengers of a flight disruption at least 12 hours before the scheduled departure time, it will provide passengers with certain amenities, free of charge, when it cancels a flight or when a flight delay reaches two hours. These are described below.

> LX will provide a meal voucher and means of (i)

communication.

(ii) In the event the passenger will wait overnight for the new flight, LX will provide a voucher for hotel accommodation in the vicinity of the airport, if the airport is not within a reasonable distance to the passenger's residence.

(iii) LX may limit or refuse to provide the standards of treatment if doing so would further delay

the passenger.

Alternate travel arrangements When a flight is cancelled, or once a flight delay has reached three hours, LX will offer to make (b) alternate travel arrangements free of charge. The passenger may also choose to continue to wait for their original flight.

LX will provide the passenger with a confirmed reservation on the next available flight operated by LX or that is operated by another carrier with which they have a commercial

agreement. The new flight:

May take any reasonable route out of the same airport to the passenger's final destination; and

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(d)

Must depart within nine hours of the departure time on the passenger's original ticket.

(ii) If LX cannot meet the obligations in (3)(b)(i) above, it must provide the passenger with a confirmed reservation as soon as possible, on a flight that is operated by any carrier on any reasonable route out of the same airport to the passenger's destination.

(iii) If LX cannot provide the reservation from the same airport within 48 hours of the original departure time, LX will book the passenger from a nearby airport. LX will also provide the passenger with transportation to that airport, free of charge.

- (c) Refund If the alternate travel arrangements an airline offers do not meet the passenger's needs, the passenger is entitled to a refund of the unused portion of the ticket. However, if the disruption has caused the passenger's travel to no longer serve a purpose and the passenger is no longer at the point of origin on their itinerary, LX will provide the passenger with a confirmed reservation back to the point of origin on the ticket and refund the full amount of the ticket. Refund will be made to the person who purchased the ticket, in the same form of payment the ticket or additional service was purchased.
  - Compensation (i) If LX informs the passengers 14 days or less before their original departure time, they will compensate the passengers for the inconvenience of the disruption. The compensation is determined by the time of arrival at destination compared to the arrival time on their original itinerary and is as follows:
    - \$400 if the passenger arrives three or more hours late, but less than six hours \$700 if the passenger arrives six or more
    - hours late, but less than nine hours; and \$1000 if the passenger arrives nine or more hours late.
  - (ii) Passengers who choose to take a ticket refund instead of alternative travel arrangements must still be compensated for inconvenience. The compensation is \$400.
- (e) Responding to a claim A passenger has one year to make a compensation claim with LX from the date the flight delay or cancellation happened. LX has 30 days to respond by issuing a payment or saying why it believes compensation is not owed.

  (i) LX will offer compensation in monetary form;

this can include cash, cheque, bank drafts, and

electronic bank transfers.

(ii) LX may offer another form of compensation, e.g., vouchers, but only if:

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It tells the passenger the monetary amount they are entitled to;

It tells the passenger in writing the value of the other form of compensation it is offering;

The other form is greater in value than the monetary amount the passenger is entitled to;

The other form of compensation has no expiry date; and

The passenger confirms in writing they know that monetary compensation is available, but they choose the other form of compensation.

- (f) Communicating with passengers LX will give passengers key information, including the reason for the delay or cancellation, available compensation, standards of treatment, and their rights and options for making a complaint.

  During flights delays, LX will provide regular flight status updates until a new departure time or flight arrangement has been confirmed.
- Obligations in situations within the airline's control, (4) but required for safety If an airline delays or cancels a flight for reasons within its control, but required for safety, it does not have to compensation passengers. All other obligations such as rebooking and care referenced above will be provided to the passenger.
- (5) Obligations in situations outside the airline's control If an airline delays or cancels a flight for reasons outside its control, it does not have to compensate affected passengers, and the minimum standards of treatment do not apply. However, LX will follow the communication requirements described in (3)(f) above. LX will also make alternative travel arrangements for passengers as follows.

Alternate travel arrangements LX will ensure that the passengers complete their journey. If a flight is cancelled or once a flight delay has reached three hours, LX will offer to make alternate travel arrangements for passengers free of charge.

(a)

LX will provide the passenger with a confirmed reservation on the next available flight operated by LX or that is operated by another carrier with which they have a commercial agreement. The new flight:

> May take any reasonable route out of the same airport to the passenger's final destination;

and

- Must depart within 48 hours of the end of the

event that caused the delay or cancellation. If LX cannot meet the obligations in (5)(a)(i) above, then LX will provide the passenger with a confirmed reservation as soon as possible, on a flight that is operated by any carrier on any

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reasonable route out of the same airport to the passenger's destination.

(iii) If LX cannot provide the reservation from the same airport, LX will book the passenger as soon as possible from a nearby airport. LX will also provide the passenger with transportation to that airport, free of charge.

(b) Refunds
There is no refund requirement for flight delays or cancellations outside the airline's control.

## (C) Cancellations

- (1) Carrier may, without notice, substitute alternate carriers or aircraft.
- (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 as further defined in this Rule 85:
  - (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 therefor except to refund, in accordance herewith, the unused portion of the fare and baggage charge(s) previously paid, if any.

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# Rule 87 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 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.

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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 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 Subject to the exception in this subparagraph, carrier will tender to passenger the amount of compensation specified in paragraph (2) when:

(1) Passenger holding a ticket for confirmed reserved space presents himself for carriage at the appropriate time and place having complied fully with carrier's requirements as to ticketing, check-in (see Rule 60 herein) and reconfirmation procedures and being acceptable for transportation, under carrier's tariff, and

(2) The flight for which the passenger holds confirmed reserved space is unable to accommodate the passenger and departs without him/her. Exception: The passenger will not be eligible for compensation if

- (i) The flight upon which the passenger holds confirmed reserved space is unable to accommodate him because of:
- (ii) Cancellation of the flight; or
- (iii) Substitution of equipment of lesser capacity when required by operational and/or safety reasons; or on an aircraft with a designed passenger capacity of 60 or fewer seats. The flight for which the passenger hold confirmed reserved space is unable to accommodate that passenger due to weight/balance restrictions when required by operational or safety reasons.
- (3) Passengers without confirmed reservations.
- (4) Passengers who have not presented themselves for check-in on time.

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- (5) Passengers on free or reduced fares not directly or indirectly available to the public, e.g. ID/DM and ad tickets.
- (6) Passengers refused under Rule 25.
- (7) Passenger is accommodated on the flight for which he holds confirmed reserved space, but is offered accommodations or is seated in a compartment of the aircraft other than that specified on his ticket, provided that a passenger seated in a section for which a lower fare is charged shall be entitled to an appropriate refund.
- (8) If the carrier arranges comparable air 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 passenger's next stopover or, if none, final destination within 1 hour after the scheduled arrival time of the passenger's original flight or flights.
- (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 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. Exception:

The following passengers cannot be left behind:

-Swiss Hon Circle Members

-VIP

-Senator and Frequent Traveller Members, Star Gold and Silver Members

-Commercially Important Passengers

- -Unaccompanied Children (12 Years and under)
- -Passengers with Disabilities
- -Families with Small Children
- -Elderly Passengers
- -Inadmissible/Deportees
- -Passengers under 18 Years travelling alone
- -Passengers covered by a special message
- -Station-Based Security Officers.
- -Any DM or ID Tickets with an OSI Remark Not to Be Offloaded
- -Deadhead crew
- -Ground staff needed for emergency repairs at

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## outstations.

(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.

- Volunteers and boarding priorities (E) 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 LX: Passengers holding confirmed reservations who have fully paid the 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 LX, not available directly or indirectly to the travelling public.
  - (5) The following passengers cannot be left behind:
    - -Swiss Hon Circle Members
    - -VIP
    - -Senator and Frequent Traveller Members, Star Gold and Silver Members
    - -Commercially Important Passengers
    - -Unaccompanied Children (12 Years and Under)
    - -Passengers with Disabilities
    - -Families with Small Children
    - -Elderly Passengers
    - -Inadmissible/Deportees
    - -Passengers under 18 years travelling alone

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-Passengers covered by a special message

-Station Based Security Officers.

-Any DM or ID Tickets with an OSI Remark Not to Be Offloaded

-Deadhead crew

-Ground staff needed for emergency repairs at outstations.

- (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:
  - You have not fully complied with the airline's ticketing, check-in and reconfirmation 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

You are denied boarding because the flight is (2) cancelled; or

You are denied boarding because smaller capacity (3) 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 paragraph (1) 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 650 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 1300 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 "Alternate passenger's original flight. transportation" is air transportation with a confirmed reservation at no additional cost (by any scheduled

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airline licensed by DOT), or other transportation accepted and used by the passenger in the case of denied boarding.

- 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, 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 to flights or portions of flights originating in the EU and terminating in Canada)

The rules set out in EU regulation no. 261/2004 are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

(A) Applicability

The following rules shall apply:

- (1) In respect of flights departing from an airport in the European Union (EU) and flights departing from an airport in a third country bound to an airport in the EU unless passenger received benefits or compensation and were given assistance in that third country:
- (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 including tickets issued under a frequent

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flyer or other commercial program with confirmed reservations and

- (a) Presents himself at the appropriate place and has observed published minimum check-in times.
- (b) Has complied with Swiss ticketing and reconfirmation procedures.
- (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 LX is the operating carrier of the flight exceptions:

The following passengers will not be entitled to compensation:

- (a) Passengers travelling to EU who have received benefits or compensation in a third country.
- (b) Passengers travelling between two airports outside the EU unless the sector is part of a flight (same flight number) that originated in the EU.
- (c) Passengers without confirmed reservations.
- (d) Passengers who have not presented themselves for check-in on time.
- (e) Passenger on free or reduced fares not directly or indirectly available to the public, e.g. ID/DM and ad tickets.
- (f) 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) Passenger rights
  - (1) Denied boarding volunteers volunteers have the right of mutually agreed benefits plus the right to choose between reimbursement and rerouting with the following options:
    - (a) Reimbursement within 7 days of unused flight coupons or
    - (b) Rerouting to final destination at the earliest opportunity under comparable transport conditions or
    - (c) Rerouting to final destination at a later date according to passenger's convenience but subject to availability of space. Volunteers are not entitled to care, such as phone calls, food, accommodation etc.
  - (2) Involuntary denied boarding In case of

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involuntary denied boarding the passengers are entitled to the following:

- (a) Right to compensation according to paragraph(3)(a) or (3)(B) below and
- (b) Right to choose between reimbursement/rerouting with the same options as mentioned under (B)(1) above and
- (c) Right to care including

   meals and refreshments reasonably related to the waiting time.
   telephone calls or telex, e-mails or fax message
   hotel accommodation plus transfer between airport and hotel.
- (3) Amount of compensation payable
  - (a) The amount of compensation depends on the distance of the schedule flight and the delay of arrival of the alternative flight proposed. Compensation amounts in EUR: Flight km between and amount in EUR 0-1500 250 1500 3500 400 Greater than 3500 600
  - (b) If an alternative flight is offered and the new scheduled arrival time does not exceed 2 hours versus the originally planned, the compensation amounts shown under (a) above can be reduced by 50 percent: flight km between and amount in **EUR** 0-1500 125 1500 - 3500 200 Greater than 3500 300 Note: EUR amounts will be converted into CAD at the applicable rate of exchange in effect
  - section c.2)
    (c) In lieu of cash payment of the amount mentioned in (3)(a) and (3)(b) the passenger may choose compensation in the form of a voucher valid for further travel on the services

on the date of compensation (see Rule 75

- of Swiss international airlines. Following conditions shall apply to such vouchers:
   Validity is a 1 year from the date of
- Validity is a 1 year from the date of issue, if after one year the voucher has not been used, it will be refunded but only at the cash values as applicable in (3)(a) and (3)(b).
- Lost vouchers will not be replaced
- A ticket may only be issued in exchange for the voucher in the same name as that on the voucher.
- If the value of a desired ticket exceeds

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the value of the voucher, the passenger shall pay the applicable difference.

- If the value of the voucher exceeds the value of the desired ticket, the difference will not be refunded.

- (4) Cancellation of flights
  - (a) In case of cancellation of a flight the passengers will be entitled to the following:

(i) Right to compensation according to paragraph (4)(b)(i) Or (4)(b)(ii) And

- (ii) Right to choose between reimbursement/rerouting with the same options as mentioned under (B)(1) above and
- (iii) Right to care including
  - meals and refreshments reasonably related to the waiting time.
  - 2 telephone calls or telex, e-mails or fax
  - if necessary, hotel accommodation plus transfer between airport and hotel.
- (b) Amount of compensation payable
  - (i) The amount of compensation depends on the distance of the schedule flight and the delayed of arrival of the alternative flight proposed. Compensation amounts in EUR: Flight km Between and
    Amount in

0-1500 250 1500 - 3500 400 Greater than 3500 600

(ii) If an alternative flight is offered and the new scheduled arrival time does not exceed 2 hours versus the originally planned flight, the compensation amounts shown under (i) above will be reduced by 50 percent:

Flight km between and amount in EUR
0-1500 125
1500 - 3500 200
Greater than 3500 300

Note: EUR amounts will be converted into CAD at the applicable rate of exchange in effect on the date of compensation (see Rule 75 section c.2)

(iii) In lieu of cash payment of the amount
 mentioned in (4)(b)(i) And
 (4)(b)(ii) The passenger may choose
 compensation in the form of a voucher
 valid for further travel on the services

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of Swiss international airlines. Following conditions shall apply to such vouchers:

- Validity is a 1 year from the date of issue, if after one year the voucher has not been used, it will be refunded but only at the cash values as applicable in (4)(b)(i) and (4)(b)(ii).
- Lost vouchers will not be replaced
- A ticket may only be issued in exchange for the voucher in the same name as that on the voucher.
- If the value of a desired ticket exceeds the value of the voucher, the passenger shall pay the applicable difference.
- If the value of the voucher exceeds the value of the desired ticket, the difference will not be refunded.
- (iv) No compensation is granted if passengers have been informed
  - (aa) At least 14 days before the scheduled time of departure.
  - (bb) Between 14 and 7 days before the scheduled time of departure provided that the alternative flight departs no more than 2 hours before the originally scheduled time and reaches final destination less than 4 hours after the scheduled time of arrival.
  - (cc) Less than 7 days before scheduled time of departure and the alternate flight departs no more than 1 hour before the originally scheduled time of departure and reaches final destination less than 2 hours after the scheduled time of arrival.
  - (dd) If the cancellation is due to extraordinary circumstances which could not have been avoided, even if all reasonable measures had been taken examples include bad weather conditions political instability, strikes, security risk, unexpected flight safety shortcomings.
- (C) Long delay This rule is only applicable when a flight is delayed at departure, not when a flight leaves on the time and

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is subsequently delayed. A long delay is considered a flight that is delayed according to the following parameters:

Trips less than 1,500 km More than 2 hours Trips between 1,500-3,500 km More than 3 hours Trips more than 3,500 km More than 4 hours In this case the passengers are entitled to the following

- (1) Right to care provided this does not result in a further delay of the flight including
  - meals and refreshments reasonably related to the waiting time.
  - 2 telephone calls or telex, e-mails or fax message
  - hotel accommodation plus transfer between airport and hotel in case the flight is delayed until the next day.
- (2) If flight is delayed more than 5 hours right to be reimbursed within 7 days:
  - (a) Outbound passenger: Cost of ticket
  - (b) Inbound passenger: Cost of unused flight coupons
  - (c) Transit passenger: Cost of unused flight coupons

If the flight no longer serves its purpose; and if relevant return flight to the first point of departure.

- (d) For package tour passengers the value of reimbursement will have to be assigned to unused flight coupon(s)
- (D) Downgrading of passengers Following applies for flights overbooked or aircraft change:

In case of involuntary downgrading to a lower class of service passengers will be entitled to the following immediate reimbursement in cash or by MCO:

All trips
Trips less than 932 miles
Trips between 933-2175 miles
Trips more than 2176 miles

F to C class EUR 4000
C to Y class EUR 300
C to Y class EUR 1100

- Note 1: EUR amounts will be converted into CAD at the applicable rate of exchange in effect on the date of compensation (see Rule 75 section c.2)
- Note 2: In case of downgrading from F to C-class due to aircraft change from 3 to 2 class version normal fare difference apply.
- Note 3: In all cases the relevant distance is understood to be the sector on which the passenger is downgraded. The ticket price is understood to be the one way flight coupon value for the sector on which the passenger is downgraded.

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(E) Boarding priority
Passengers holding confirmed reservations will be boarded before:

- (1) Any passengers not holding confirmed reservations.
- (2) Any who are not entitled to confirmed reservations.
- (3) Passengers holding free or reduced fare tickets issued by LX.
- (4) Passengers holding free or reduced fare tickets entitled to firm bookings, issued by other airlines.

Passengers holding confirmed reservations and a valid ticket for the flight in question will be boarded in the sequence in which they have presented themselves for check-in.

Except:

The following passengers cannot be left behind:

- -Swiss hon circle members
- -VIP
- -Senator and Frequent Traveller Members, Star Gold and Silver Members
- -Commercially Important Passengers
- -Unaccompanied Children (12 Years and Under)
- -Passengers with Disabilities
- -Families with Small Children
- -Elderly Passengers
- -Inadmissible/Deportees
- -Passengers under 18 years travelling alone
- -Passengers covered by a special message
- -Station Based Security Officers.
- -Any DM or ID Tickets with an OSI remark not to be offloaded
- -Deadhead Crew
- -Ground Staff needed for emergency repairs at outstations.
- (F) Definitions

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

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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 AF flight, date and fare type as requested by the passenger and which is verified in LX 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.

Part III: Denied boarding compensation (Applicable to flights or portions of flights originating Canada and terminating in the EU)

The rules set out in the Canadian APPRs are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

(A) Applicability

The following rules shall apply:

(1) In respect of flights departing from an airport in Canada and bound to an airport in the EU unless passenger received benefits or compensation and were given assistance in the European Union or a third country;

(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;

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(3) Only to the passenger traveling with a valid ticket including tickets issued under a frequent flyer or other commercial programme with confirmed reservations and

(a) Presents himself at the appropriate place and has observed published minimum check-in times

Has complied with Swiss' ticketing and (b)

- reconfirmation procedures
  Is acceptable for transportation under the carrier's tariff and the flight for which the passenger holds (c) confirmed reservations is unable to accommodate the passenger and departs without him/her
- (4) where LX is the operating carrier of the flight exceptions:

The following passengers will not be entitled to compensation:

(a) Passengers travelling to EU who have received benefits or compensation in the EU or a third country

(b) Passengers travelling between two airports outside of Canada unless the sector is part of a flight (same flight number) that originated or transits from Canada to the EU

(c) Passengers without confirmed reservations

(d) Passengers who have not presented themselves for check-in on time

- Crew members, airline employees or passengers on free (e) or reduced fares not directly or indirectly available to the public, e.g. ID and AD tickets
- (B) Denied boarding Denied boarding is defined as when a passenger has a valid ticket for a flight, but is not allowed to occupy a seat on board the aircraft because the number of passengers who have checked in and are at the gate on time is greater than the number of available seats that can be occupied. Passengers presenting themselves for travel must also have confirmed reservations and valid travel documents. The following are the valid denied boarding scenarios:

The flight is intentionally oversold; There are fewer seats than originally anticipated;

(3) **Exceptions:** 

- (a) when a passenger is denied for health, safety, or security reasons;
- when a passenger has failed to follow carrier rules (b) or instructions;
- when a passenger does not have appropriate travel (c) documents:
- (d) when a passenger has failed to respect check-in and departure gate cut-off time limit.
- The obligations discussed in this Rule 87 do not apply to (C) refusal to transport as defined and governed by Rule 25.

(D) There are three categories of denied boarding:

- Within the carrier's control, such as overbooking or the switching out of an aircraft to one with fewer seats for commercial reasons
- Within the carrier's control, but required for safety. (2)

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(3) Outside the carrier's control: Often, situations outside the carrier's control affect all passengers on the aircraft, which would not be considered denied boarding, but rather a delay or cancellation of the entire flight.

## (E) Volunteers

Carrier personnel will ask for volunteers who will give up their reservation willingly to travel on a later flight, in exchange for compensation.

(1)Compensation

- \$400 for arrival delays up to and including 4 hours (a) after original scheduled arrival time.
- \$800 for arrival delays over 4 hours after scheduled (b) arrival time.
- Involuntary denied boarding (F) If there are not enough volunteers, other passengers may be denied boarding involuntarily in accordance with the below boarding priority. If the passenger is denied boarding involuntarily, the passenger is entitled to the services mentioned in (H), (I) or (J) below.

(G) Boarding priority

The following passenger groups are subject to pre-acceptance to avoid involuntary denied boarding.

Dead head crews

(1) (2) HON/SEN/Star Alliance Gold passengers

(3) Disabled passengers (WCHR, WCHS, WCHC)

- (4) Disabled passengers with support person, service animal or emotional support animal, if any.
- Unaccompanied minors (UMNR) Families with infants (INF)

(6) Families with children (CHD) (7)

- (8) Passengers who were previously denied boarding on the same ticket
- (H) Obligations in situations within the carrier's control

Alternative travel arrangements

LX will provide the passenger with a confirmed reservation on the next available flight operated by LX or that is operated by another carrier with which they have a commercial agreement. The new flight:

(i) May take any reasonable route out of the same

airport to the passenger's destination; and

- (ii) Must depart within nine hours of the departure time on the passenger's original ticket.
- If LX cannot meet obligations listed in H(1)(a)(b) above, it must provide the passenger with a confirmed reservation on the next available flight that is operated by any carrier on any reasonable route out of the same airport to the passenger's destination.
- Comparable conditions (2) To the extent possible, LX will provide alternative travel arrangements comparable to the ones the passenger originally purchased in terms of:

The class of service;

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- Added services the passenger purchased. (3) Refund of additional services if not available or transferable In the event that a passenger is rebooked into a lower class of service, a refund of the fare differential will be processed to the passenger's original form of payment, as governed by Rule 90. LX will also refund any additional services the passenger purchased if:
  - They do not receive those services on the alternative flight;
  - (b) They must pay for those services a second time.
- (4) Refund If the alternate travel arrangements an airline offers do not meet the passenger's needs, the passenger is entitled to a refund of the unused portion of the ticket. However, if the disruption has caused the passenger's travel to no longer serve a purpose and the passenger is no longer at the point of origin on their itinerary, LX will provide the passenger with a confirmed reservation back to the point of origin on the ticket and refund the full amount of the ticket.
- Form of refund (5) Refund must be made to the person who purchased the ticket, in the same form of payment in which the ticket or additional service was purchased.

Standards of treatment (6)

- (a) In the event that there is a layover in the original airport, in excess of one hour, LX will provide a meal voucher and means of communication.
- (b) Overnight accommodation In the event the passenger will wait overnight for the new flight, LX will provide a voucher for hotel accommodation in the vicinity of the airport, if the airport is not within a reasonable distance to the passenger's residence.

(7) Compensation

In all denied boarding cases within the carrier's control, except those required for safety, the passenger will be compensated for the inconvenience.

The compensation is determined by time of arrival at destination and is as follows: (a)

- \$900 if the passenger's arrival time at their destination on the original ticket is delayed by less than six hours:
- (ii) \$1800 if the arrival time is delayed by six hours or more, but less than nine hours and
- (iii) \$2400 if the arrival time is delayed by nine hours or more.
- (b) When and how to pay The compensation is based on delay at arrival. LX must put in writing the compensation agreed to, prior to the flight departure and customer has to sign for compensation other than cash. Compensation is payable

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within 48 hours or as soon as operationally feasible. Compensation other than cash must be of greater value. If the delay at final destination is greater than expected, compensation has to be adjusted.

- Obligations in situations within the carrier's control, but (I) required for safety If a passenger is denied boarding for reasons within the carrier's control, but required for safety purposes, no compensation is due. All other accommodations such as rebooking and care referenced above will be provided to the passenger.
- (J) Obligations in situations outside the carrier's control If an airline denies boarding for reasons outside its control, it does not have to look for volunteers.

Alternative travel arrangements (1)

LX will provide the passenger with a confirmed reservation on the next available flight operated by LX or that is operated by another carrier with which they have a commercial agreement. The new flight:

May take any reasonable route from the airport (i) where the passenger is located to the passenger's destination; and

(ii) Must depart within 48 hours of the end of the event that caused the airline to deny boarding to the passenger.

(b) However, if LX cannot accommodate the above, then LX will provide the passenger with a confirmed reservation on the next available flight operated by

any other airline. The new flight:

(i) May take any reasonable route to the passenger's original destination, from the airport where the passenger is located or another airport that is within reasonable distance of that airport; and

(ii) If the new departure is from an airport other than one in which the passenger is located, the carrier must provide transportation to that

other airport.

(2) Refunds Refunds in situations outside of the carrier's control will be governed by the provisions of Rule 90.

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## Rule 90 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.

- (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.

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(B) Currency
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. Notwithstanding any provision or rule to the contrary, passengers shall not be entitled to a refund under this section if they have been denied boarding or had a flight cancelled pursuant to rule 25, (A)(2), rule 25, (B) subsections 1 through 4, rule 25, C(2), C(4), rule 25, (F) all subsections 1 through 11, or rule 45, (B)(1). Except as noted above 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 or Circle Trip tickets, 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

Exception:

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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 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.

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, Circle 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) First class fares.
- (b) Business class fares.
- (c) 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

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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 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) LX 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 LX office and any retroactive corrections of travel agency refunds noticed by LX revenue accounting audit. The charge will be CAD 30/USD 30/CHF 25/ EUR 20 per ticket.

**Exceptions:** 

Infants tickets

children if were to travel with parents family or party maximum of 9 persons if were to travel on the same itinerary and using the same credit card as form of payment then refund service fee is applied only once. LX irregularity and involuntary refunds following ec261

(b)

(c) 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

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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 10 percent of the refundable amount, minimum CHF 50 or the equivalent per document, (conversion with BSR, for offices outside Switzerland.) Against each expired document (tickets/MCOs) An MCO must always be issued and the handling charge must be deducted from it prior to applying the refundable amount towards a new ticket or MCO.

(6)

(F) Lost ticket

the following provisions will govern refund of a lost ticket or unused portion thereof:

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.

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(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

(3) The foregoing provisions shall also apply to lost 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

USD CAD 100.00 150.00

Note: LX 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 USD 100.00 or CAD 150.00 in total, even though more than one document per passenger

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may be involved.

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## Rule 115 Baggage Regulations

(Applicable for Transportation to/From Canada/USA/Mexico)

- (A) Applicability
  this rule applies to all online and interline
  transportation of baggage issued on a single ticket
  whose origin, ultimate ticketed destination or furthest
  checked point in the itinerary is in the USA or Canada
  where LX is the selecting carrier according to IATA
  resolution 302. LX will select and apply its own
  baggage rules as set out in this rule to the entire
  interline itinerary. Where LX is not the selected
  carrier on the 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.
- (B) General conditions of acceptance of checked and unchecked baggage the carrier will accept for transportation as baggage, any good that is necessary or appropriate for the wear, use, comfort or convenience of the passenger for the purpose of the trip, subject to the following:

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

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Note: This provision does not apply to aids for persons with disabilities, see Rule 21(d)

(2) Unchecked baggage (carry-on baggage)

- Unchecked baggage must be within the carrier's size and weight limits to be taken onboard the aircraft.
- (b) Unchecked baggage must fit under the seat located in front of the passenger or in the enclosed storage compartment in the passenger cabin of the aircraft. 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.

Note: This provision does not apply to aids

for persons with disabilities.

- Objects which are not suitable for carriage as checked baggage (e.g. delicate musical instruments) will only be accepted for transportation in the passenger cabin of the aircraft if advance notice is given to the carrier and the carrier agrees to carry the object. The passenger will pay an additional charge for transportation of these objects. Passengers should contact the carrier or review its website for more information about which objects are not suitable for carriage as checked baggage and will only be accepted for transportation in the passenger cabin of the aircraft upon prior agreement with the carrier.
- (C) Free baggage allowance

(1) Checked baggage

in determining the free baggage allowance of a journey, the following piece concept (PC) rules apply worldwide per checked portion. The free baggage allowance shall be handled as shown on the ticket or passenger receipt with the weight per piece attached to LX conditions. Maximum dimensions 158 CM (62 in), maximum handling weight 32 kg. If exceeding 32 kg (70 lbs) the piece of baggage must be checked as air cargo at the specified cargo rates. First class 3x32kg business class 2x32kg premium economy class 2x23kg economy class 1x23kg (50 lb.), except: To/from west, east, central Africa 2x23kg star-Round the World fares, 2x23kg travel between US/CA/mx and Afghanistan, Bahrain. Egypt, Iran, Iraq, Jordan, Kuwait, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia,

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Syrian Arab Republic, Turkey, U.A.E. and Yemen 2x23 kg.

Travel origin Canada to Afghanistan, Bangladesh, Bhutan, Maldives, Nepal, Pakistan, Sri Lanka, Egypt, Jordan, Lebanon and Syrian Arab Republic 2x23 kg.

Travel between CA and India 2 X 23kg travel between US and India 2 X 23kg travel between US/CA and Japan 2 X 23kg travel between US/CA and South Africa 2 X 23kg.

- (a) Free baggage allowance status passengers HON, SEN, Star Gold Card members plus 1 piece with weight as per travel compartment and except to/from/via US/CA plus 1 golf ftl(frequent traveller cardholder) economy class plus 1 piece with weight as per travel compartment
  - LX golf club members: plus 1 golf
- (b) Free baggage allowance children and infants for infants one piece up to 23kg irrespective of cabin and one collapsible buggy. In case of infants turning 2 years en route, a seat must be booked and the applicable children fare has to be applied. Children and infants with a booked seat have the same allowance as adults.
- (c) Combined first, business, premium economy and economy class travel for through journeys where the passenger travels partly on first class and partly on business, premium economy or economy class service, the free baggage allowance on each portion of travel shall be that applicable to the class of service for which the fare is paid.
- (d) If a passenger exceeds the number of bags permitted and/or the maximum weight allowed for each bag or the maximum dimensions permitted for each checked bag, the passenger will be subject to excess baggage charges set out in the chart in paragraph (e).

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

  LX accepts:
  - (a) 2 pieces of cabin baggage in first and

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business class.

- (b) 1 piece of cabin baggage in premium economy and economy class, also for SEN, FTL or other status customers.
- (c) Maximum dimensions for one piece 55x40x20 CM (22x15x8 inches); maximum weight 8kg (18 lb) E.g., briefcase, board case, travel bag, attaché case. The size of one carry-on item shall not exceed the overall dimensions of 115 CM (45 inches).
- (d) Or one foldable garment bag (max dimensions 57x54x15 CM (22x21x6 inches)).

(e) In addition:

- (i) 1 small ladies handbag or laptop bag or shoulder strap bag,
- (ii) 1 overcoat or wrap or blanket,
- (iii) 1 umbrella or walking stick,

(iv) 1 small camera,

(v) 1 pair of binoculars,

(vii) A reasonable amount of reading matter for the flight,

(vii) 1 infant's carrying basket and baby food
 for consumption during the flight,

- (viii) 1 fully collapsible baby pushchair or stroller (will be carried free of charge even if it is carried in the cargo compartment due to stowage problems),
  - (ix) 1 child restraint device/car type infant seat provided seat model bears 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.
  - (X) For a passenger with reduced mobility transportation of two mobility aid devises such as wheelchairs (manual or battery powered), wheelchair power units (e.g. Swiss trac), crutches, braces or any other prosthetic or other assistive device will be carried free of charge. Own wheelchairs must be pre-notified. Medical equipment such as a battery driven POC (portable oxygen concentrator) not used during the flight but which the passenger does not wish to check-in. A medical attest must be provided by the passenger. Both a medical and technical clearance has to be given by LX medical services prior to departure. A CPAP machine (continuous positive airway pressure) will be

Carrier: Swiss - LX

accepted on board free of charge. Technical but no medical clearance is required for the use of a CPAP machine on board. Own pharmaceuticals and insulin. One additional piece of medical equipment (maximum 32 kgs), medication, e.g. enteral nutrition solution, dialysis solution etc., on which the passenger is fully dependent and for which he/she has a medical attest, is carried as checked baggage. More than one additional piece of medical equipment for free transportation has to be medically cleared by LX medical services.

(f) All star alliance members have agreed to use the minimum requirement of 2/2/1 pieces of carry-on for international flights in the respective compartment.

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

Exception:

On all flights and in all classes of LX regional partners, only 1 piece of carry-on item is allowed, exceptions on LX may apply if required by government restrictions and on fully booked flights (domestic and international).

(3) Liquids in unchecked baggage (carry-on baggage) Liquids carried in hand baggage are subject to special regulations.

(a) Gels, creams and lotions are also considered as liquids. Liquids must be carried in a container with a maximum capacity of 100 ml. These containers must be kept in a resealable transparent plastic bag with a maximum capacity of 1 litre. Only one bag is permitted per person. The bag and all the containers in it must be presented completely sealed at the security check. Exception: Medication and special foods passengers are permitted to carry on board urgently required medication in liquid form however, this is limited to the amount required on the flight. Passengers are recommended to carry a medical certificate (in English) for such medication. Passengers

Carrier: Swiss - LX

travelling with small children may carry milk and liquid baby formula in their hand baggage. Liquid foods for passengers with allergies (lactose intolerance) may also be carried in their hand baggage.

- (b) Liquid duty free items
  liquid duty free items must be packaged and
  sealed properly (as per ICAO rules). The
  packaging must also contain a proof of
  purchase. Any items that were bought before
  the security check and do not comply with the
  regulations will be confiscated.
- (c) Special rules for flights to the USA passengers with a connecting flight within the USA must pack such liquid duty free items with their checked and registered baggage after landing in the USA.

(D) Collections and delivery of baggage

(1) The passenger has the right to retrieve his/her baggage without delay.

(2) Only the passenger who was given a baggage identification tag when the carrier took possession of the baggage is entitled to accept delivery of the baggage.

- (3) If the passenger claiming the checked baggage is unable to produce his/her portion of the baggage identification tag and identify the baggage by means of its baggage identification tag, the carrier must receive satisfactory proof that the baggage belongs to the passenger in question before delivering the baggage to the passenger.
- (4) Acceptance of the baggage without complaint, within the time limits stipulated in Rule 55(c), by the passenger in possession of the baggage identification tag is evidence that the carrier delivered the baggage in good condition and in accordance with this tariff.

(E) Excess baggage charges

(1) 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 rates when not available in CAD/USD

Carrier: Swiss - LX

extra piece

shall be based on the CHF/ EUR conversion and rounded.

Excess baggage is collected as flat charges based (2) on a modular concept. The various charges must be combined with each other in order to price the correct fees for the excess baggage items. Flat charges are through rates as long as the onward connecting flight is in the same ticket. Such a flat charge applies per piece within and/or outside the free baggage allowance. For each occurrence one charge applies; multiple occurrences have to be added. Excess baggage charges piece concept per piece definitions:

economy/premium economy class: 23 kg Standard weight:

(50 lb.)

Business/first class: 32 kg

(70 lb)

Standard size: 158 CM (62 in.) (h plus l plus

Second piece: maximum 23 kg (50 lb.) and 158

CM (62 in)

economy/premium economy class: maximum Extra piece:

23 kg (50 lb) and 158 CM (62 in) Business/first class: maximum 32

kg (70 lb) and 158 CM (62 in)

24-32 kg (51-70 lb) Heavy over 158 CM (62 in) Oversized

Within Switzerland

LX fliahts

purchase via Swiss.com, and LX service centers

CHF EUR USD CAD first piece eco light: 20 15 16 22 64 56 64 84

within Switzerland

LX flights

purchase via GDS

USD CHF EUR CAD first piece eco light: 25 20 21 29 extra piece 84 64 56 64

within Switzerland

LX flights

purchase at airport ticket

counter

CHF USD CAD **EUR** first piece eco light: 30 45 35 35 70 105 extra piece 80 80 heavy: 46 40 46 60 46 40 46 60 oversized:

within Switzerland

LX flights

purchase at gate

CHF EUR USD CAD Tariff: LX1 - CTA No. 496 DOT No. 782 Carrier: Swiss - LX

first piece:	60 55 60 80 within-Europe and within third
	countries LX flights
	purchase via Swiss.COM,
	and LX service centers
	CHF EUR USD CAD
first piece eco light:	
extra piece	73 64 73 96
	within-Europe and within third
	countries LX flights
	purchase via GDS
first piece ace light.	CHF EUR USD CAD 35 30 32 44
first piece eco light: extra piece	73 64 73 96
extra prece	within-Europe and within third
	countries LX flights
	purchase at airport ticket
	counter
	CHF EUR USD CAD
first piece eco light:	
extra piece	92 80 92 120
heavy:	57 50 57 75
oversized:	57 50 57 75
	within-Europe and within third
	countries LX flights purchase at gate
	CHF EUR USD CAD
first piece eco light:	
Titise prece ees right.	within-Europe, between
	Switzerland and Morocco,
	LX codeshare flights
	operated by edelweiss air (WK)
	Purchase via edelweiss.ch or
	purchase at airport ticket
	counter
ov+no nioco:	CHF EUR USD CAD
extra piece:	92 80 92 120 57 50 57 75
heavy: oversized:	57 50 57 75
0ver 312ea.	between Europe and jo, tm, 1b,
	EG, IQ, IL, IR, Sy, LX flights.
	Purchase via swiss.com, LX
	service centers and GDS
extra piece	CHF EUR USD CAD
	92 80 92 120
	between Europe and JO, TM, LB,
	EG, IQ, IL, IR, SY, LX flights
	purchase at airport ticket counter
	CHF EUR USD CAD
extra piece:	115 100 115 150
heavy:	86 75 86 112
oversized:	86 75 86 112

Carrier: Swiss - LX

```
for short intercontinental
                         flights
                         (i.e. between Europe, jo, tm,
                         LB, EG, IQ, IL, IR, SY, AND
                         U.A.E.,
                         BH, BJ, BF, CM, CU, CF, TD, CI,
                         DJ.
                         ER, ET, GM, GH, GN, GW, KW, LR,
                         LY,
                         ML, MR, NE, NG, PS, OM, QA, RU,
                         SA,
                         SN, SL, SS, SD, TG, YE, AG, BS,
                         DM, DO, GD, HT, JM, St. Kitts
                          - Nevis, St. Lucia, St Vincent
                         &
                         the Grenadines) LX flights
                         purchase via Swiss.COM, LX
                         centers
                         and GDS
                                         USD CAD
                         CHF
                                EUR
extra piece:
                         138
                                120
                                         138
                                                180
                         for short intercontinental
                         flights
                         LX flights purchase at airport
                         ticket counter
                                      USD
                                             CAD
                         CHF
                                EUR
                                             225
extra piece
                         172
                                150
                                      172
                                             150
heavv:
                         115
                                100
                                      115
oversized:
                         115
                                100
                                      115
                                             150
                         between Europe and JO, TM, LB,
                         EG, IQ, IL, IR, SY and East
                         Coast
                         Canada/East Coast USA LX
                         flights
                         purchase via Swiss.COM, LX
                         service centers and GDS
                                EUR
                         CHF
                                      USD
                                            CAD
For tickets issued on/before 20FEB2020 and travel on/before
20FEB2020^{1}
first piece
                         60
                                50
                                      60
                                             60
eco light
For tickets issued on/after 07JAN2020 for travel on/after
21FEB2020
first piece eco light:
                         70
                                60
                                      70
                                             70
                                80
                                       85
                                             85
second piece:
                         85
                                             240
extra piece
                         184
                                160
                                      184
                        between Europe and JO, TM, LB,
                        EG, IQ, IL, IR, SY and East
                        Coast
                        Canada/East Coast USA LX flights
```

Carrier: Swiss - LX

```
purchase at airport ticket
                        counter
                         CHF
                                EUR
                                      USD
                                            CAD
For tickets issued on/before 20FEB2020 and travel on/before
20FEB2020
first piece eco light
                        60
                                50
                                      60
For tickets issued on/after 07JAN2020 for travel on/after
21FEB2020
first piece eco light:
                                60
                                      70
                                             70
                        70
                                90
second piece:
                         100
                                      100
                                            100
                                      230
extra piece
                         230
                                200
                                             300
heavy:
                         138
                                120
                                      138
                                            180
oversized
                        138
                                120
                                      138
                                            180
                        for medium intercontinental
                        flights (i.e. between jo, tm,
                        LB, EG, IQ, IL, IR, SY, AND AF,
                       AO, BD, BI, CG, CD, GQ, GA, GL,
                        IN, (includes Andaman Islands),
                       KZ, KE, KG, MV, PK, RW, SC, SO,
                       UL, TJ, TZ, UG, UZ, ZM)
                        LX flights purchase via Swiss.
                        COM, LX service centers and GDS
                         CHF
                                EUR
                                      USD
                                            CAD
extra piece
                         184
                                160
                                      184
                                             240
                        for medium intercontinental flts
                        LX flights.
                        Purchase at airport ticket
                        counter.
                         CHF
                                EUR
                                         USD
                                                CAD
extra piece:
                         230
                                200
                                         230
                                                300
                         138
                                         138
                                120
                                                180
heavv:
oversized:
                         138
                                120
                                         138
                                                180
                         between Europe, JO, TM, LB,
                         EG, IQ, IL, IR, SY and West
                         Coast
                         Canada/West Coast USA/Mexico or
                         between CA/US/mx and all other
                         destination LX flights
                         purchase via Swiss.COM, LX
                         service centers and GDS
                         CHF
                                EUR
                                      USD
                                            CAD
For tickets issued on/before 20FEB2020 and travel on/before
20FEB2020
first piece
                         60
                                50
                                      60
                                            60
eco light
For tickets issued on/after 07JAN2020 for travel on/after
21FEB2020
                                      70
                                             70
first piece eco light:
                        70
                                60
second piece:
                         85
                                80
                                      85
                                             85
                                200
                                      230
                                             300
extra piece
                         230
                         between Europe, JO, TM, LB,
                         EG, IQ, IL, IR, SY and West
                         Coast
```

Carrier: Swiss - LX

Canada/west coast USA/Mexico or between CA/US/mx and all other destination LX flights purchase at airport ticket counter CHF EUR USD CAD For tickets issued on/before 20FEB2020 and travel on/before 20FEB2020 60 50 first piece 60 60 For tickets issued on/after 07JAN2020 for travel on/after 21FEB2020 first piece eco light: 70 60 70 70 second piece: 100 90 100 100 287 extra piece: 250 287 375 150 150 225 172 heavy oversized 150 150 172 225 for long intercontinental flights (between jo, tm, LB, EG, IQ, IL, IR, SY, AND AI, AS, AR, AW, AU, BZ, BM, BT, BO, BQ, BW, BR, BN, KH, KY, CL, CN, CX, CC, CO, KM, CK, CR, CU, CW, EC, SV, FK, FJ, GF, PF, GP, GU, GT, GY, HN, HK, ID, KI, KP, KR, LA, LS, MO, MG, MW, MY, MP, MH, MQ, MR, MU, YT, FM, MN, MS, MZ, MM, NA, NR, NP, NC, NZ, NI, NU, NF, PW, PA, PG, PY, PE, PH, PR, RE, WS, ST, SG, St. Maarten, SB, ZA, St. Helena, St. Pierre, & Miquelon, SR, SZ, TW, TH, TL, TO, TT, TC, TV, U.S. minor outlying Islands, UY, VU, VE, VN, Virgin Islands, British US Virgin Islands, WF, ZW,) or between any other destinations LX flights purchase via Swiss. COM, LX service centers and GDS CHF EUR USD CAD 200 230 extra piece 230 300 for long intercontinental flts or between any other destinations LX flts purchase at airport ticket counter CHF EUR USD CAD 250 375 extra piece: 287 287 150 150 225 heavy: 172 oversized: 150 150 172 225 for travel to and from JP LX flights purchase via Swiss. COM, LX service centers and **GDS** 

CHF

EUR

USD

CAD

Carrier: Swiss - LX

extra piece:	140	115	150	150	
			o and fro		
			urchase a	at airp	ort
	ticke	t count	er		
	CHF	EUR	USD	CAD	
extra piece:	180	100	200	200	
heavy:	120	100	150	150	
oversized:	240	200	300	300	

(F) Sporting equipment and special baggage

- (1) Special baggage regulations are applicable on LX operated flights and LX codeshare flights operated by edelweiss air in conjunction with LH group and a plus plus-carriers (LH,LX,OS,SN and AC,UA). For interlining and through check-in on routings where other carriers are involved, please check the rates and conditions applicable on the sectors of the transporting carrier. A confirmed "SSR" special service request-reservation is mandatory. Sporting equipment shall not contain normal luggage items, otherwise it will be treated as regular excess baggage and charged with the applicable flat rates.
  - (a) All normal 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. All bulk sporting equipment will always be charged.
  - (b) One set of ski equipment is permitted free of charge worldwide.
    Exception: Does not apply for economy light fares.
  - (c) One set of sports equipment category normal maximum weight 23 kg (50 lb) is permitted free of charge between Switzerland and Hurghada, Marsa Alam and Sharm-El-Sheik on LX codeshare flights operated by edelweiss air.
  - (d) One fishing rod packed in a plastic tube is permitted free of charge to/from Canada on LX codeshare flights operated by edelweiss air.
  - (e) 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 (f)(2) Below). Items not included in the table will be charged the normal excess baggage rates.

Carrier: Swiss - LX

(f) Items that are explicitly mentioned in the tables below will always be charged according to that category, irrespective of their size and/or eight and even if they are bigger or heavier.

(2) Special baggage charges LX flights
Category normal: golf, bicycle, scuba, fishing,
Sporting/hunting plus ammunition, hockey, winter sport,
boards small

Category bulk: Tandem bike, hang gliding, boards on Category normal: on LX flights (excluding WK

flights) for travel:

rrights) for trave	l .		
within Switzerland:	CHF/USD 80	EUR 70	CAD 105
within Europe (incl,	80	70	103
MA,TR, TN) or within	0.0	00	120
third countries: between Europe and	92	80	120
JO, TM, LB, EG, IQ,			
IL, IR, SY:	115	100	150
between Europe and			
JO, TM, LB, EG, IQ, IL, IR, SY and short			
Intercontinental:	172	150	225
between Europe,			
JO, TM, LB, EG, IQ,			
IL, IR, SY and medium intercontinental or			
east coast Canada and			
USA:	230	200	300
between Europe and			
JO, TM, LB, EG, IQ, IL, IR, SY and long			
intercontinental or			
west coast Canada and			
USA or any other:	207	250	275
Destinations:	287	250	375

(2) Special baggage charges LX flights category normal on WK flights is carried free of charge. Category bulk on LX flights for travel:

	CHF/USD	EUR	CAD
within Switzerland:	126	110	165
within Europe (incl,			
MA,TR, TN) or within			
third countries:	149	130	195
between Europe and			
JO, TM, LB, EG, IQ,			
IL, IR, SY:	201	175	262
between Europe,			
JO, TM, LB, EG, IQ,			
IL, IR, SY and short			
intercontinental:	287	250	375
between Europe,			
- 1 7			

Carrier: Swiss - LX

JO, TM, LB, EG, IQ, IL, IR, SY and medium intercontinental or east coast Canada or east coast USA: 368 320 480 Between Europe and JO, TM, LB, EG, IQ, IL, IR, SY and long intercontinental or west coast Canada and USA or any other: Destinations: 460 400 600

(3) Not used

(3) Not used

(4) Sporting equipment definitions

(a) Golfing equipment one golf bag including golf clubs, balls and tees one pair of golf shoes.

(b) Winter sport equipment one pair of skis, one pair of ski poles, boots, one snow board.

(c) Bicycle one regular bicycle (no motor/no e-bike).

(d) Tandem bike one tandem bike with max 2 seats (no motor/no e-bike).

(e) Scuba equipment one diving mask, snorkel, fins, wetsuit, BCD-jacket, regulator, one empty tank bottle, one lamp (switched off, energy source separately packed, remove battery protected against short circuit).

(f) Fishing equipment one tackle box or one haversack or one angler's basket, one rod, one bag or one box.

(g) Sporting/hunting weapons plus ammunition sporting/huntings guns, pistols, rifles plus ammunition (according to IATA DGR regulations and even if packed in separate bag).

(h) Hang gliding equipment one set of hang gliding equipment packed in one container.

(i) Boards long one board exceeding 200 CM up to 315 CM

(j) Hockey equipment one hockey bag, hockey sticks, one pair of ice skates, one set of body protection (knee, arms, etc.) One helmet.

(k) Boards small one board up to 200 CM one set of vaulting poles packed in 1 container.

(5) Unchecked baggage using additional seat(s)

Carrier: Swiss - LX

"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 weight is 75 kg (165 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. International surcharges apply. Taxes, fees and surcharges, where applicable, will be collected for such individual passenger.
- (c) The free baggage allowance for such passenger will be twice the normal allowance.
- (6) Firearms and ammunition special regulations apply for the transportation of sporting and hunting firearms and ammunition which will be handled as sporting equipment and charged when over the free baggage allowance. Weapons and ammunition must be packed in separate containers. Passengers must check in this baggage at least 120 minutes prior to departure. Weapons must be unloaded and packed in a special container. Designed for this purpose. This shall not apply to police Exception: 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.

Passengers are solely responsible for adhering to customs regulations, for obtaining an import permit and any other necessary documents. This applies both to passengers entering a country and to passengers in transit in a country. A maximum of 5kg (11 lb.) Of ammunition types 1.4s, un 0012 or un 0014 is permitted per passenger. The ammunition must be packed separately from the weapon in a solid container made of wood, metal or fibrewood. This container will protect the ammunition against vibration, movement and unintentional automatic release. On flights to/from South Africa, ammunition must be packed in a lockable ammunition box.

Exception: Due to local security procedures, an additional airport handling fee for weapons will always be charged locally at departures in

JNB and CPT: 50 EUR Italy: 60 EUR Turkey: 30 EUR

(7) Animals

Carrier: Swiss - LX

(a) "AVIH" (animal in hold/cargo compartment)
AVIH is not included in the free baggage
allowance. The animal shall be carried in a
container which meets the specification of
the "IATA live animals regulations".
Suitable containers may be purchased from LX
cargo offices.

Container dimensions weight

No. 1 60x45x40 CM (24x18x16 ins) 4 kg (91b)

No. 2 80x55x55 CM (31x22x22 ins) 6 kg (13 lb)

No. 3 100x65x70 CM (40x26x27 ins) 13 kg (28 lb)

No. 4 125x75x85 CM (49x29x33 ins) 22 kg (48 lb)

(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 not included in the free baggage allowance and always to be charged. Small: PETC max 8 kg

- (i) Domestic: CHF/USD 57/ EUR 50/CAD 75
- (ii) Within Europe or within third countries: CHF/USD 69/ EUR 60/CAD 90
- (iii) Between Europe and JO, TM, LB, EG, IQ,
   IL, IR, SY: CHF/USD 92/ EUR 80/CAD
   120
- (iv) Between Europe and JO, TM, LB, EG, IQ,
   IL, IR, SY AND short
   intercontinental:
   CHF/USD 103/ EUR 90/CAD 135
  - (v) Between Europe, JO, TM, LB, EG, IQ, IL, IR, SY and medium intercontinental or East Coast Canada or East Coast USA:
- CHF/USD 115/ EUR 100/CAD 150
  (vii) Between Europe, JO, TM, LB, EG, IQ, IL, IR, SY and long intercontinental or West Coast Canada or West Coast USA:
  Or any other destinations:
  CHF/USD 126/ EUR 110/CAD 165

medium: AVIH size 1

(i) Domestic: CHF/USD 92/ EUR 80/CAD 120

Carrier: Swiss - LX

(ii) Within Europe or within third countries:
CHF/USD 115/ EUR 100/CAD 150

(iii) Between Europe and JO, TM, LB, EG, IQ, IL, IR, SY:
CHF/USD 149/ EUR 130/CAD 195

(v) Between Europe, JO, TM, LB, EG, IQ, IL, IR, SY and medium intercontinental or East Coast Canada or East coast USA:

CHF/USD 195/ EUR 170/CAD 255

(vii) Between Europe, JO, TM, LB, EG, IQ,
 IL, IR, SY and long
 intercontinental
 or West Coast Canada or West Coast
 USA:
 Or any other destinations:
 CHF/USD 218/ EUR 190/CAD 285

Large: AVIH sizes 2 to 4

(i) Domestic: CHF/USD 184/ EUR 160/CAD 240

(ii) Within Europe or within third countries:
CHF/USD 230/ EUR 200/CAD 300

CHF/USD 299/ EUR 260/CAD 390

(iv) Between Europe, JO, TM, LB, EG, IQ,
IL, IR, SY and short
intercontinental:
 CHF/USD 345/ EUR 300/CAD 450

(v) Between Europe, JO, TM, LB, EG, IQ, IL, IR, SY and medium intercontinental or East Coast Canada or East Coast USA:

CHF/USD 391/ EUR 340/CAD 510 (vii) Between Europe, JO, TM, LB, EG, IQ, IL, IR, SY and long

intercontinental
or west coast Canada or west coast
USA:

Or any other destinations: CHF/USD 437/ EUR 380/CAD 570

Note: Local currency rates in CAD/USD shall be based on the EUR conversion and rounded.

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(G) Items unacceptable as baggage passengers should contact carrier or review its website for more information on these items. Certain items will be carried only under certain restrictions or special packaging conditions. (see "special items", below).

In accordance with the LX conditions of carriage, the following items are unacceptable as checked and unchecked baggage and will not be transported by the carrier.

(1) Items whose carriage is prohibited by the applicable laws, regulations, or orders of any country to be flown from, to or over.

(2) Items, which in the carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example fragile or perishable items.

(3) Live animals except as provided in Rule 75, acceptance of animals (service animals and pets).

(4) Firearms and ammunition other than for hunting or sporting purposes as provided in section (f)(6)
Above are prohibited from carriage as baggage.

- (5) Weapons such as antique firearms, swords, knives and other similar items may be accepted as checked baggage at the carrier's discretion, provided they are suitably packed. Please contact carrier for details.
- (6) The passenger shall not include in the checked baggage fragile or perishable items, money, medication, keys, jewelry, precious metals, computers (laptops, pcs, tablets), personal electronic devices, cameras, cellular phones, negotiable papers, securities, or other valuables, business documents, passports, other identification documents or samples.

(7) Without prejudice to applicable safety rules, passengers are not permitted to carry the following articles in hand baggage into security restricted areas and on board an aircraft:

(a) Guns, firearms and other devices that discharge projectiles - devices capable or appearing capable, of being used to cause serious injury by discharging a projectile including:

Firearms of all types such as pistols, revolvers, rifles, shotguns. Toy guns, replicas and imitation firearms capable of being mistaken for real weapons.

Component parts of firearms, excluding telescopic sights.

Compressed air and cc2 guns, such as pistols, pellet guns, rifle and ball bearing guns. Signal flare and starting pistols.

Carrier: Swiss - LX

Bows and arrows, cross bows and spear guns. Slingshots and catapults

- (b) Stunning devices devices designed specifically to stun or immobilize including: Devices for shocking, such as stun guns, tasers and stun batons.

  Animal stunners and animal killers.
- (c) Objects with a sharp point or sharp edge-capable of being used to cause injury including: Items designed for chopping such as axes, hatches and cleavers ice axes and ice picks razor blades box cutters knives with blades of more than 6cm scissors with blades more than 6cm as measured from the fulcrum martial arts equipment with a sharp point or sharp edge swords and sabers
- (d) Workmen's tools tools capable of being used either to cause serious injury or to threaten the safety of aircraft, including: Crowbars drill and drill bits, including cordless portable power drills tools with a blade or a shaft of more than 6 CM capable of use as a weapon, such as screwdrivers and chisels saws, including portable power saws bolt and nail guns
- (e) Blunt instruments objects capable of causing injury including: Baseball and softball bats clubs or batons, such as billy clubs, blackjacks and night sticks, martial arts equipment
- (8) If, in spite the above prohibitions, any items specified in paragraph (f) above are included in passenger's checked baggage, LX shall not be responsible for any loss or damage of such items except to the extent provided in the convention.
- (9) 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.
- (H) Dangerous goods
  - (1) Dangerous goods are articles or substances which are capable of posing a risk to health, safety

Carrier: Swiss - LX

and/or property when transported by air.

(2) Dangerous goods are divided into two categories.

- (a) Dangerous goods that prohibited from carriage in checked and unchecked baggage.
- (b) Dangerous goods that can be carried under certain conditions.

(c) Items that may not be carried in checked and

unchecked baggage.

- i) Items which are likely to endanger the aircraft or persons or property on board the aircraft including those items specified in the international civil aviation organization (ICAO) technical instructions for the safe transport of dangerous goods by air and the International Air Transport Association (IATA) dangerous goods regulations.
- (ii) The following items cannot be accepted:
  - (aa) Briefcases and security type attaché cases with installed alarm devices operated by explosive pyrotechnic material. Briefcases and security type attaché cases are accepted (except to/from USA) under the following conditions:
    - (1) With installed lithium batteries that comply with the following IATA provisions:
      - (a) For a lithium metal cell,
         the lithium content is
         not more that 1g;
      - (b) For a lithium metal battery, the aggregate lithium content in not more than 2g:
      - (c) For lithium ions cells,
         the watt-hour rate is not
         more than 20wh;
      - (d) For lithium ion batteries, the watt-hour rating is not more than 100 WH;
      - (e) Each cell or battery is of the type proven to meet the requirements of each test in the un manual of tests and criteria, part iii section 38.3
    - (2) With explosive/pyrotechnic

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material excluded from class 1 by the national authority of state of manufacture

- (3) With gases to expel ink or dye not exceeding 50ml, other than division 2.2
- (bb) Blue flame or cigar lighters.
- (cc) Corrosives (such as mercury)
   Which may be contained in
   thermometers, acids, alkalis and
   wet-cell batteries.
- (dd) Christmas crackers, party poppers, sparklers.
- (ee) Disabling devices such as mace, pepper spray, etc..containing an irritant or an incapacitating substance.
- (ff) E-bikes
- (gg) Electroshock weapons (e.g. Tasers) containing dangerous goods such as explosives, compressed gases, lithium batteries etc..
- (hh) Explosives, fireworks and flares.
- (ii) Flammable liquids such as lighter fuels, paints and thinner.
- (jj) 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.
- (kk) Gases (flammable, non-flammable, deeply refrigerated and poisonous), such as camping gas and aerosols.
- (mm) Magnetized materials and other miscellaneous dangerous goods as listed in the IATA DGR.
- (nn) Oxidizing substances such as bleaching powder and peroxides.
- (oo) Poisonous and toxic substances.
- (pp) Radioactive materials.
- (qq) Any lithium-battery powered
   personal transportation device
   regardless of the watt-hour
   rating of the battery (e.g. hover
   boards, Mini-Segways, Air wheels

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or luggage scooters etc.)

(rr) Samsung galaxy note 7 smartphones are prohibited on all flights.

The phone must not be carried on board, carry-on baggage or checked baggage or boarding will be denied.

(ss) Strike anywhere matches.

- (iii) The following items will be accepted in limited quantities in checked-baggage only with pre-notification to the carrier.
  - (aa) Firearms and ammunition as provided in section (f)(6) above shall be pre-notified.
  - (bb) Battery-powered wheelchair/mobility devices with non-spillable, spillable or lithium-ion batteries with prior registration.
  - (cc) Oxygen or air, gaseous, cylinders required for medical use not allowed for use during the flight. The cylinder must not exceed 5 kg (11 lbs) gross weight. Personal medical oxygen devises that utilize liquid oxygen are forbidden.

(dd) Security type equipment.

- (iv) The following items will be accepted in limited quantities in carry-on baggage with pre-notification to the carrier;
  - (aa) Heat producing articles such as underwater torches and soldering irons.
  - (bb) Lithium ion batteries exceeding a watt-hour rating or 100wh but not exceeding 160wh for portable electronic devices (including medical devices). No more than two individually protected spare batteries per person may be carried. Consumer electronic devices containing such batteries may be checked or carry-on baggage. Batteries must be of a type that meets the requirements of the un manual of tests and criteria, part iii, subsection 38.3.
  - (cc) Portable medical electronic devices such as portable oxygen concentrators, POC, CPAP,

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nebulizers containing lithium metal or lithium ion cells or batteries exceeding the limits for consumer electronic devices may be carried in carry-on baggage only by passengers for personal medical use.

- (v) The following items will be accepted in limited quantities in checked or carry-on baggage with pre-notification to the carrier:
  - (aa) One avalanche rescue backpack per passenger.

(not permitted to/from the USA)

- (bb) Chemical agent monitoring equipment.
- (cc) Dry ice (carbon dioxide, solid) Not exceeding 2.5 kg (6 lbs).
- (dd) Non-flammable gas cartridges
   (fitted into self-inflating device
   e.g. life jacket)
- (vii) The following pre-notification process applies for carrier approval of all articles mentioned above: The passenger carrying such articles must inform the carrier in advance. Such articles shall be booked and approved with the appropriate notation(s) in the passenger name record. Carrier approval will be provided by reservation or passenger handling staff when permitted as baggage and limits have been checked.
- (vii) The following articles may be accepted
   in limited quantities in checked baggage
   or carry on without pre-notification to
   the carrier:
  - (aa) Medicinal or toilet articles
     non-radioactive such as hair
     sprays, perfumes and medicines
     containing alcohol.
     Maximum quantities:
     -of each article: 0.5kg (1.1 lbs)
     Or 0.5 litres (0.53 quarts)
     Per passenger: 2 kg (4.4 lbs or
     2 litres (2.11 quarts)
  - (bb) Alcoholic beverages containing more than 24% but not exceeding 70% alcohol by volume.

    Maximum quantity of each single receptable and per passenger: 5 litres (5.3 quarts).
  - (cc) One small medical or clinical

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thermometer which contains mercury, for personal use, when in its protective case.

- (viii) The following articles may be accepted in limited quantities on one's person without pre-notification
  - (aa) Personal smoking materials such as safety matches or one gas lighter containing liquified gas, but not including lighters with other unabsorbed liquid fuel, lighter fuel or lighter refills.
  - (ix) The following articles are not permitted for use on board the aircraft: Electronic, simulated smoking materials (e-cigarettes, e-pipes, e-cigars) are forbidden in checked baggage and from use at all times. They can however be accepted on board in the passenger's carry-on baggage only, for passenger use at destination provided:
    - (aa) They remain stowed at all times and
    - (bb) Unused in the passenger's carry-on baggage
    - (cc) Recharging of electronic cigarettes and their batteries on board the aircraft.
- (I) Right to refuse carriage of baggage
  - (1) LX will refuse to carry as baggage any bag that the carrier has discovered to contain any unacceptable item mentioned in sections (g) and (h) above and when the passenger fails to provide the carrier with prior notice that they wish to carry such an item in their baggage.
  - (2) LX will, at its sole discretion refuse to carry any item reasonably considered to be prohibited or unsuitable for carriage because of its size, shape, weight, content or character.
  - (3) Unless advance arrangements have been made with the carrier, LX may carry on later flights baggage which is in excess of the free baggage allowance.
  - (4) LX will refuse to carry checked baggage if it determines that the baggage has not been properly and securely packed in suitable suitcases or containers.

Note: This provisions does not apply to aids for persons with disabilities. See Rule 21(d).

(J) Right to search for reasons of safety and security, LX may request the passenger to permit a search and scan to be conducted

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of his/her person and a search, scan or X-ray of his/her baggage. The carrier may search baggage in the passenger's absence. These activities are designed to determine whether the passenger is in possession of or the baggage contain items mentioned in sections (g) and (h) above or any arms or ammunition which have not been presented to the carrier. If the passenger refuses to comply with the request for search, the carrier may refuse to carry the passenger and/or his/her baggage.

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# Rule 116 Acceptance of Animals (Service Animals and Pets)

Swiss (LX) will agree to carry animals subject to the following conditions:

General conditions of acceptance (A)

Advance arrangements must be made with the carrier before any animal will be accepted for carriage as

either checked or carry-on baggage.

(2) LX will accept for carriage animals/pets such as domestic dogs, cats, Guinea pigs, hamsters, rabbits and birds, as either checked or carry-on baggage provided the animal(s) is/are accompanied by their owners on the same aircraft, in compliance with the IATA live animals regulations. Some governments have issued restrictions on the importation of live animals which they will only accept as manifested cargo. Passengers should contact LX or visit its website for further details.

(3) Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage container/kennel must be approved by the carrier.

(4) An animal and its container will not be included in the passenger's free baggage allowance. Excess baggage charges will apply and the passenger will be obliged to pay the applicable charges. Note: This provision does not apply to service

animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers. Services animals will be carried free

of charge. (see (d) below).

- The passenger resumes full responsibility for the (5) animal. Before the animal is accepted for carriage, the passenger must make all necessary arrangements to obtain health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the animal will not be accepted for carriage.
- when travel involves more than one carrier, the (6) passenger should verify the policy of each carrier involved in the itinerary and ensure that the requirements of each carrier have been met and that each carrier is aware and has agreed to carry the animal on its own aircraft.
- (B) Animals as checked baggage (AVIH)

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(1) If an animal does not qualify for carriage in the cabin, it may be accepted in the hold of the same aircraft as the passenger is travelling on, provided the type of the cargo compartment permits this (heating, ventilation and lighting). Animals transported as checked baggage (AVIH) cannot be supervised by the passenger during the flight. The animal must be in a suitable container or cage and the passenger is responsible for providing sufficient food and water supply for the entire journey. The container must be large enough for the animal to stand in an upright position, turn around and lie down in comfort.

(2) LX accepts the following animals as checked

baggage:

Domestic animals such as dogs, cats, birds etc.. Other small warm blooded animals such as Guinea pigs, hamsters, rabbits, etc..

The animal must be clean, healthy, harmless,

odorless and not pregnant.

A maximum of two adult animals of comparable size up to 14kg (30 lbs) each that are used to cohabitation may be shipped in the same container or cage. Animals over that weight must travel individually.

Note: LX accepts snub-nosed dogs (e.g. boxer, French bull dogs) with the following recommendation:

Because these animals are susceptible to increased risk of heat stroke and breathing problems, when exposed to stress or heat, LX requires the following when shipping these breeds:

1 size larger kennel than is normally required, the kennel must have ventilation on 4 sides.

Passengers are advised to acclimatize the animal to the kennel by letting the animal spend time in it for several days before their departure.

- (3) LX does not accept the following animals as checked baggage, transportation must be via cargo: Cold blooded animals such as snakes etc..domestic animals of unusual size.
- (4) The number of animals carried is limited by aircraft type. On smaller aircraft special procedures apply as restrictions regarding size and destinations exist. Passengers should contact LX or its website for further details.
- (5) Animals transported as checked baggage cannot be supervised by the passenger during the flight. The animal must be in a suitable container or cage and the passenger is responsible for providing sufficient food and water supply for the entire journey. The container or cage must be large enough for the animal to stand in an upright

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position, turn around and lie down in comfort.

(6) LX declines all responsibility for any deterioration in the animal's health which may occur before, during or after the flight.

- (7) For international travel, pursuant to the provision of the applicable convention once an animal is accepted for carriage as checked baggage, the carrier is liable in the event of damages arising from loss, damage and delay of an animal as specified in Rule 55 limitation of liability.
- (8) Charges: the charges per direction for transportation of the animal and containers/cage as checked baggage will irrespective of the free baggage allowance and as follows:

AVIH within Europe\*
kennel 1(max 60x45x40cm/ CHF 120/ EUR 100
23x17x15in)
larger kennel CHF 240/ EUR 200

AVIH
kennel 1(max 60x45x40cm/
USD/CAD 200

CHF 240/ EUR 200
intercontinental
CHF 180, EUR 150,
USD/CAD 200

23x17x15in)
Larger kennel CHF 360, EUR 300, USD/CAD 400

\*includes CH domestic travel between 3rd countries (MCT-DXB)

Local currency conversion within Europe: take EUR as basis and convert with BSR.

Local currency conversion outside Europe: take USD as basis and convert with BSR.

Note: This provision does not apply to service animals accompanying passengers with disabilities or search and rescue animals accompanied by handlers.

- (9) Overnight stay in ZRH: if a passenger has to stay overnight in ZRH due to missing same day connections, the animal can be kept in a special animal room in the transit area of the ZRH airport during the night. Additional CHF 200 or equivalent in local currency per container/cage will be collected together with the charge in (7) Above. The passenger must advise the check-in agent upon departure if the animal is checked through to the final destination or to be claimed in ZRH.
- (C) Animals in cabin (PETC)
  - (1) Only cats and dogs with a maximum weight of 8kg (17 lbs) including a pet soft bag will be accepted for transportation in the passenger cabin.
  - (2) The maximum number of pets allowed in the cabin is allotment controlled and may not be exceeded.

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(3) Not more than one pet soft bag per passenger is permitted.

Exception:

Two animals travelling together in one or two soft pet bags will be accepted conditional to the animals being familiar with each other and being able to travel next to each other for the entire flight. The two soft pet bags will count as one allotment.

- (4) All animals to be transported in the cabin must be booked in advance.
- (5) Transportation of animals in cabin is subject to governmental regulations concerning import, export and transit of live animals.

  Note: Animals in cabin are strictly forbidden to the following countries: United Kingdom, Hong Kong, United Arab Emirates, Ireland, Kenya and South Africa. Passengers should contact LX or visit its website for further details.
- (6) LX declines all liability for any deterioration in the animal's health which may occur before, during or after the flight. Normal liability provisions contained in Rule 55 limitation of liability apply.
- (7) The passenger must provide all necessary documents such as export, import or transit permits, health and/or vaccination certificates etc. LX cannot be held responsible if the animal is refused entry into or transit through a country. All expenses in connection with a refused animal shall be paid by the passenger.
- (8) The following conditions must be met: the animal must:
  - (a) Be clean, healthy and odorless
  - (b) Must not be pregnant
  - (c) Must not annoy other passengers
  - (d) Be kept in a leak and smell proof soft bag during the whole flight
  - (e) Be completely inside the soft bag (including head and tail) during the whole flight. The pet soft bag must be closed and the animal shall completely fit inside it.
- (9) Size of the pet soft bag: the total sum of the 3 dimensions may not exceed 118cm/46in. In total, which equals the size of unchecked carry-on baggage (55x40x23cm/22x16x9in), and it must be soft-sided in order to be placed under the seat in front of the passenger. It may not be placed on the seat.

Exception: A hard kennel with total dimensions of 118cm may be accepted under the following conditions: if not soft pet pack is available at

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a station or if a passenger is transferring from another airline onto a LX flight or if a passenger is on the return journey and has already travelled with a hard kennel.

(10)Charges please note that the charge has to be levied in all cases case, irrespective of the free baggage allowance. Charges apply per pet bag and per direction:

(10)Charges please note that the charge has to be levied in all cases case, irrespective of the free baggage allowance. Charges apply per pet bag and per

direction: **PETC** 

max 8 kg/17 lbs within Europe\* - CHF 60,

**EUR** 50

(including pet bag) Intercontinental - CHF

90, EUR 70,

cat or dog only USD/CAD 100

\* - includes CH domestic travel and travel between 3rd countries (MCT-DXB)

Local currency within Europe: take EUR as basis

and convert with BSR

local currency outside Europe: take USD as basis and convert with BSR

Service animals (D)

- A service animal is either trained to perform (1)functions to assist a person with a disability e.g. seeing-eye or hearing dog or has the ability to assist a person with a disability e.g. dogs that perform retrieving, mobility and seizure alert functions or an emotional support and psychiatric dog that provides therapeutic benefit to its owner e.g. if the passenger suffers from
- LX only allows dogs as a service animal. All (2) other animals will be refused as service animals.
- Country restrictions for animals must be observed (3) i.e. exports, import, transit permits, however, passengers should obtain a written confirmation from the respective country for the import of a service and emotional support dog where applicable.
- LX will accept for transportation without charge (4) independent from weight and size a service dog to assist a person with a disability. The passenger accompanying the service dog will be entitled to the normal free baggage allowance.
- LX, in consultation with the person with a disability who is accompanied by a service dog, will determine where the person with a disability

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will be seated in order to ensure that adequate space is provided to the person and the service dog.

- (6) While LX recommends that service animals must be placed on the floor in front of the passenger during take-off and landing for security reasons, the dog may be kept on the passenger's lap if necessary.
- (7) The service dog must remain on the floor at the passenger's seat when accompanying the passenger in the cabin and is not allowed to sit on the seat.
- (8) The service dog shall not pose a direct threat to the health or safety of others and shall not pose a threat of disruption to the service in cabin.
- (9) It is not allowed to move around in the cabin and must be harnessed and otherwise restrained.
- (10) Emotional support dogs are only accepted on flights to/from the USA and its connecting flights within 24 hours and if the whole journey is in one ticket. For all other routings, the regular pet in cabin conditions apply for emotional support dogs.
- (11) Passengers traveling with emotional support dogs must provide written documentation that proves the need of an emotional support animal by any licensed mental health professional however the nature of the disability shall not be discussed.
- (12) LX requires an advance notice of 48 hours for emotional support dogs.
- (13) On flights to/from the USA, service dogs are not required to be harnessed or restrained unless such measures are necessary to mitigate inappropriate behavior.
- (E) Search and rescue dogs
  - (1) Search and rescue dogs which are properly harnessed will be permitted in the passenger cabin of the the aircraft. The animal must remain on the floor at the handler's seat.
  - (2) LX will accept for transportation without charge a search and rescue dog. The handler transporting the search and rescue dog for duty will be entitled to the normal free baggage allowance.
  - (3) LX, in consultation with the search and rescue dog's handler will be seated to ensure that adequate space is provided to the handler and the dog.

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### Rule 117 Interline Baggage Acceptance

(A) Applicability
This rule is applicable to all interline itineraries issued on a single ticket whose origin or ultimate ticketed destination or furthest checked point in the itinerary is in the US or Canada.

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

(B) General

For the purpose 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 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 selected, LX will apply its own baggage rules regardless of stopovers to the entire interline itinerary as set out in Rule 115.

- (2) 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.
- (D) Baggage rule application by participating carrier Where LX 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, LX will apply as its own the baggage

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rules of the selected carrier throughout the interline itinerary.

- (E) Disclosure of baggage rules
  Summary page at the end of a 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 LX sells and issues a ticket for an interline itinerary, it will disclose 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 (2) below. The disclosed information will reflect the baggage rules of the selected carrier.
  - (2) LX 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 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, pre-purchasing baggage allowances);
    - (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) LX 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.

Web site disclosure

LX 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

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delivery of checked baggage;

(e) Acceptable 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 allowance 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.

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### Rule 130 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) Acronyms, sequence of checks, international sales indicators (ISI).

List of common acronyms used for fare constructions.

(1) List of common acronyms used for fare Construction:

ВНС	One Way Back Haul Check
COM	Country of Unit Origin Minimum
COP	Country of Payment Check
CPM	Common Point Minimum
CTM	Circle Trip Minimum
DMC	Directional Minimum Check
EMA	Ticketed Point Mileage Deduction
	(Previously Extra Mileage
	Allowance)
EMS	Extra Mileage Surcharge
HIP	Higher Intermediate Fare Check
MPM	Maximum Permitted Mileage
OSC	One Way Subjourney Check
RSC	Return Subjourney Check
RWM	Round the World Minimum
TPM	Ticketed Point Mileage

- (2) Sequence of checks
  - (a) All fare constructions shall be accomplished in NUCs.
  - (b) In applying fare construction checks, the following sequence shall apply to such checks.

Name	Acronym	Applicable Fares
Mileage Checks	TPM/MPM/ EMS/EMA	All
Higher Intermediate Point	HIP	All
One Way Backhaul Check	BHC	OW
One Way Subjourney Check	OSC	Normal OW
Country of Unit Origin	COM	OW
Minimum		
Directional Minimum	DMC	OW, Normal OJ
Circle Trip/Round the	CTW/RWM	CT/RTW
World Minimum		
Common Point Minimum	CPM	Normal OJ

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Return Subjourney Check RSC Normal CT,OJ,RT Local Currency Fare Check COP Normal CT, RT

(C) Application

(1) Fares specified in this tariff between any two points are subject to:

- (a) The maximum permitted mileage, referred to herein as mileage fares, provided that when a journey exceeds the MPM, the fare must be surcharged in accordance with the procedures for excess mileage surcharges, or;
- (b) A specified diagrammatic or linear routing, referred to herein as routing fares.
- (2) Applicable fares
  Fares to be assessed for the total journey shall
  be the applicable fares effective on the date of
  departure on the first international sector,
  provided Canada and the USA are considered as one
  country.
- (3) Arbitrary construction
  Fares published by use of a published arbitrary
  and a published international gateway fare. These
  fares are referred to as constructed fares. When
  Construction with arbitraries is used, travel need
  not be via the point of combination.
- (4) Non-adherence to precedence of through published fares
  Except for the provisions in paragraphs (8) below the combination of two or more fares may be applied between any two points even if the amount results in less than the through published fare in this tariff. All rules of such fares combined must be observed.
- (5) Lowest combination principle (LCP)
  When no through fare is published between any two
  ticketed points, a fare must be constructed for
  the purpose of applying fare construction checks.
  The applicable fare must be constructed using
  sector fares over an intermediate ticketed point
  for the class of service used.
  - (a) The fare must be constructed in the direction of travel except that for any fare component into the country of Pricing unit origin, the fare applicable from the country of pricing unit origin shall be used.
  - (b) When the same fare construction point is used both for the outbound and inbound fare, the provisions of end-on combinations apply.
  - (c) When used for fare checks, the constructed fare must be shown on the ticket as "C"/.
    When used for other purposes, the fares must be shown separately on the ticket.
- (6) Direction of fares

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(a) Fares shall be assessed in the direction of travel, except that the fare component into the country of Pricing unit origin shall be assessed in the direction from such country. i.e. not in the direction of travel.

Note: Canada and the U.S.A. shall be considered the same country. Denmark, Norway and Sweden shall be considered the same country.

> Travel: TRA-MAD-JNB-MAD-FRA Example: Construction could be:

FRA-JNB RT 1 Pricing unit

FRA-MAD RT 1 Pricing unit 1 Pricing unit MAD-JNB RT total of 2 Pricing units

Component JNB-MAD must be in the direction from mad to JNB.

Exception 1: Except for RT pricing units, fare components between Canada and the U.S.A. and between Denmark, Norway and Sweden shall be assessed in the direction of travel.

(Applicable to Open Jaw Exception 2: special fares only) For travel originating and terminating in Europe (where an Open Jaw applies between countries in Europe) for the last fare component into the country of unit destination the fare applicable from the country of unit destination shall be used.

Fares shall be assessed in the direction of (b) travel, except that when a Pricing unit for a One Way subjourney terminates in a country from which a previous Pricing unit has been assessed, the Pricing unit for the One Way subjourney into such country shall be assessed from such country, i.e. not in the direction of travel.

Example: Travel ATL-LON-STO-LIS-GLA

Construction: ATL-LON OW 1 Pricing unit 1 Pricing unit LON-STO OW STO-LIS OW 1 Pricing unit GLA-LIS OW 1 Pricing unit

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total of 4 Pricing units fare component LIS-GLA must be in the direction of GLA-LIS because the termination point (GLA) is in the same country from which a previous Pricing unit (LON-STO) was assessed.

## (C) Application

End on combinations (7) When two or more fares are combined end-on, the provisions of Round Trip, Circle Trip, one way or Open Jaw journeys, as applicable, shall apply separately to each.

(8) Combination of fares - U.S.A.

> (a) Combination of U.S. domestic normal/special fares with international fares to construct a through fare which is less than the published fare from the point of origin to the point of destination is permitted; provided the passenger complies with all conditions of the fares.

Exception 1: The minimum tour price, if any, required by the U.S. domestic fare will not be applicable when the minimum tour price of the international fare is higher.

Exception 2: The advance purchase, if any, required by the U.S. domestic fare will not be applicable when combining with an international fare which has a greater advance purchase for transportation to/from points outside the U.S.A./Canada/ Mexico/Bermuda/Bahamas/west indies.

Exception 3: The requirement of ticketing within a specified time after reservations are made, if any, required by the U.S. domestic fare will not be applicable when combining with international fares for transportation to/from points outside the U.S.A./Canada/ Mexico/Bermuda/Bahamas/west indies.

- (b) The maximum permitted mileage shall apply from the gateway used for fare Construction/combination.
- Travel must be via the fare combination (c) point(s).

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(9) When fares are expressed as a percentage of another fare and different percentages apply on a journey, the following rule applies.

(a) Apply the percentage to the base fare to establish the fare level as an amount

(b) Use such fare for the applicable of all fare Construction rules

Example: journey A-B-C-d-a children's fares

A-B 75 percent of adult fare A-C 50 percent of adult fare B-C 67 percent of adult fare A-d 50 percent of adult fare

- (i) Calculate amounts resulting from application of above percentages.
- (ii) Apply HIP/CTM etc. Rules using the resultant levels.
- (10) Fare construction must be via the itinerary of the passenger. The addition of points not on the passenger's itinerary is not permitted. Exception: Constructions using add-on amounts.
- (11) All published fares governed by this tariff and add fares constructed in accordance with the tariff are applicable only when compliance with the provisions governing travel via a higher created intermediate point (paragraph f3).

  Mileage routings (see maximum permitted mileage tariff no. MPM-1, C.A.B. no. 424 NTA(A) no. 239)

  May be applied to any published or constructed fares; however, if a diagram on linear routing is specified in connection with a fare, such routing must be observed to that portion of the transportation covered by that fare.
- (D) Defining journey or Pricing unit concept
  - (1) The fare for a journey (excluding side trips assessed separately) shall be the lowest of:
    - (a) A single Pricing unit for the journey, or
    - (b) Any series of end-on combined Pricing units, which collectively comprise the journey being traveled.
  - (2) To determine the fares for 1) above using normal fares refer to the flow chart below:

Normal Fare Flow Chart

Carrier: Swiss - LX domestic and/or int'l surface breaks. Are all surface domestic? Is there a common point(s) country that/would allow the assessment of two or more Yes No separate return Can the fare be assessed subjourneys? Is there a using international half common point/ 1 Round Trip fares? ---country? Yes |----No Is the fare to Yes----No Yes----No be broken more than once at | Is there a common point/ Is the fare | to be broken such common | country between the point/country? | between the country of at such origin and the country common pts Yes | of turnaround? In such countries? Yes-----No----Yes-----No Would (all) resulting subjourneys permit the | Is the fare to be | Are any sub-| broken more than | journeys to/ continued use | once at such common | from such of half RT | point/country? | common poi | common points/ fares? | countries | return sub-| journeys? Yes----No Yes---No Yes----No The fares must The fare must The fare must The return be assessed as a be assessed as be assessed subjourneys series of return a single RT/CT as a series journey of return must be subjourneys subjourneys assessed using half| round RT fares. Usel OW fares for remaining | subjourney| subject to the following | -----for NOJS Use OW fares

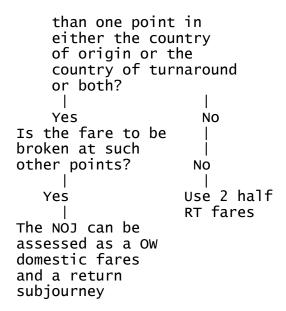
For NOJ journeys/sub-

common point or more

Journeys Is there a

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#### General Notes:

1. If for pricing purposes the journey is changed (e.g. Closing surface gap or adding a sector that creates a surface gap) then the new journey will determine which path of the flow chart should be taken.

2. For end-on combination of normal and special fares, completely separate the special and normal fare and assess the normal fare subjourney according to the flow chart.

- The flow chart does not apply for local combination of normal and special fares - refer to the special fares rule.
  - (3) (a) If the journey fulfills the definition of a Round Trip or Circle Trip or normal/special fare Open Jaw trip, the Pricing unit must be assessed as a Round Trip, or Circle Trip or normal/special fare Open Jaw trip as applicable and must use half Round Trip fares. The use of One Way fares is not permitted. For end-on combination of normal and special fares, completely separate the special and normal fare and assess the normal fare subjourney according to the flow chart. Example: Travel: LON-MIL-STO-LON

Travel: LON-MIL-STO-LON Construction:

LON-MIL 1/2 RT

MIL-STO 1/2 RT 1 Pricing unit

LON-STO 1/2 RT

- OW fares are not permitted as travel is continuous, circuitous and returns to the same point
- CTM check LON-MIL RT and LON-STO RT
- Last fare component from country of origin

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(b) If there is a common point/country on the routing, the journey may be broken into more than one Pricing unit provided these must be for return subjourneys using half Round Trip fares.

Example: Travel: HEL-BKK-TYO-SEL-TYO-BKK-HEL Construction could be:

RT 1 Pricing unit HEL-BKK RT 1 Pricing unit BKK-TYO TYO-SEL RT 1 Pricing unit or HEL-TYO RT 1 Pricing unit TY0-SEL RT 1 Pricing unit or HEL-BKK RT 1 Pricing unit RT 1 Pricing unit BKK-SEL

(c) A return subjourney only occurs if the fare is broken more than once at the common point/country. The fare for travel between such fare break points must be priced as a Round Trip; Circle Trip or normal/special fare Open Jaw, as applicable, and must use half Round Trip fares.

Example: Travel: NYC-LON-JNB-MAN-NYC

Construction could be: NYC-LON 1/2 RT

NYC-MAN 1/2 RT 1 Pricing unit

LON-JNB 1/2 RT

MAN-JNB 1/2 RT 1 Pricing unit

- Both subjourneys fall within the definition of OJ
- (note that above journey could also be constructed as NYC-JNB RT)
- (d) If travel between such fare break points would require the use of One Way fares, this is not permitted.

Example: Travel: NYC-LON-RIO-JNB-MAN-NYC Construction could not be:

NYC-LON 1/2 RT NYC-MAN 1/2 RT

LON-RIO OW

RIO-JNB OW - not possible

MAN-JNB OW

- Travel LON-RIO-JNB-MAN is not within the definition of an OJ
- Use of OW fares is not permitted.
- Total journey falls within definition of CT and may only be constructed as

a single Pricing unit.

(4) If the routing of the journey fulfills the

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definition of a normal/special fare Open Jaw trip, the Pricing unit shall be assessed as two half Round Trip fares, provided that, if there is a common point(s) or other points in either the country of origin or the country of turnaround or both, the fare may alternatively be assessed as a return subjourney from/to the common point(s) or other points and a One Way subjourney(s) for the domestic sector(s). If this type of pricing option is used then One Way Pricing units must be assessed using One Way fares and the return subjourney must be assessed using half Round Trip fares.

Example: Travel: KHH-TPE-SIN-TPE Construction could be:

KHH-SIN 1/2 RT

TPE-SIN 1/2 RT 1 Pricing unit

or

KHH-TPE OW 1 Pricing unit TPE-SIN RT 1 Pricing unit whichever is the lower.

Example 2: Travel KHH-TPE-JKT-DPS surface JKT-TPE

	Construction could	d be: 1/2 RT)	
	TPE-JKT	1/2 RT)	1 Pricing unit
or			
	KHH-TPE	OW	1 Pricing unit
	TPE-JKT	RT	1 Pricing unit
	JKT-DPS	OW	1 Pricing unit
or			
	KHH-TPE	OW	1 Pricing unit
	TPE-DPS	1/2 RT)	J
	TPE-JKT	1/2 RT)	1 Pricing unit
or			_
	KHH-TPE	1/2 RT)	
	TPE-JKT	1/2 RT)	1 Pricing unit
	JKT-DPS	OW	1 Pricing unit
	whichever is	the lower	J

Example 3: Travel GLA-MAN-ROM-LON

Construction could be:

or	GLA-ROM LON-ROM	1/2 RT) 1/2 RT)	1 Pricing unit
O1	GLA-MAN MAN-ROM	OW 1/2 RT)	1 Pricing unit
	LON-ROM	1/2 RT)	1 Pricing unit

(5) A) If the routing of a journey does not fulfill

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or

the definition of Round Trip, Circle Trip or normal/special fare Open Jaw trip, it shall be assessed as follows, subject to the routing

i) As a One Way journey

- ii) As a series of One Way subjourneys
- iii) As a Round Trip or Circle Trip journey with the surface sector assumed flown
- iv) If there is a common point/country as a mix of a One Way subjourney and a return subjourney (as shown in paragraph 3.c. above).

Example 1: Travel PAR-ATH

Construction: PAR-ATH OW 1 Pricing unit does not qualify for RT, CT, or normal fares

Example 2: Travel PAR-BKK-VIE-ROM

Construction could be:

PAR-BKK	OW	1 Pricing unit
BKK-VIE	OW	1 Pricing unit
VIE-ROM	OW	1 Pricing unit
PAR-BKK	OW	1 Pricing unit
BKK-ROM	OW	1 Pricing unit

No return to country of origin, fares in direction of travel

Example 3: Travel STO-NBO surface SEZ-NBO-STO

Construction could be:

or	STO-NBO	OW	1 Pricing unit
	STO-SEZ	OW	1 Pricing unit
	STO-NBO	RT	1 Pricing unit
	SEZ-NBO	OW	1 Pricing unit
or	STO-SEZ	RT	1 Pricing unit

- B) The One Way journey/subjourney(s) above must be assessed using One Way fares. The use of half Round Trip fares is not permitted. The Round Trip journey/subjourney(s) above must be assessed using half Round Trip fares.
- (E) Limitations on indirect travel/inclusion of surface sectors on a through mileage calculator
  - (1) Limitation on indirect travel
    - a) General limitations: A fare component

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must not include
more than:

- I) One departure from fare component origin or
- ii) One arrival at fare component destination or
- iii) More than one stopover at any one intermediate ticketed point
- B) Additional limitations
  - i) For a journey originating in Europe (not applicable for travel wholly within Europe) a fare component must not include more than one international departure and one international arrival at any ticketed point in the country where travel originates; provided that when the country of origin is transited, to/from another point in Europe; stopovers will not be permitted in such country.

Example 1: AMS-TYO-AMS-LON-RTM with a stopover in AMS between TYO and LON at a through TYO-LON fare is not permitted (country of origin is transited to another point in Europe)

Example 2: LON-NYC-LON-TYO with a stopover in LON between NYC and TYO at a through NYC-TYO fare is permitted (country of origin is not transited to/from another point in Europe)

ii) The restriction in (i) above shall also apply for the country of payment in Europe if not identical to the European country where travel originates.

Example 1: ZRH-MIL-TYO
sold in MIL with a
stopover in MIL at a
through fare ZRH-TYO is
not permitted.
(country of sale is
transited from another
point in Europe)

Example 2: LON-NYC-X/LON-AMS-TYO sold in FRA with a stopover is AMS at a through fare NYC-TYO is permitted.

(Country of origin is transited to another

transited to another point in Europe but no

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stopover is made)

iii) A fare component within Area 1 or between Area 1 and Area 3 (via the Pacific) must not include more than one arrival and one departure at any ticketed point.

iv) For a journey originating in Area 1, no fare component within Area 1 may include more than one international departure and one international arrival at any ticketed point in the country where travel originates.

Example 1:

POA-BUE-SAO-NYC-through fare not permitted

because of two

international departures

from Brazil.

Additionally, this restriction applies for the country of payment if not identical to the country where travel

originates.

Example 2: NYC-SAO-BUE-POA sold in Brazil - through fare not permitted because of two international arrivals in Brazil which is the

country of sale.

Applicable for travel commencing in Brazil (except for journeys wholly within South America) irrespective of where the fare is paid, the first international fare component must not include more than one Brazilian domestic flight coupon. Where more than one Brazilian domestic flight coupon is issued, the first international fare component must be assessed from the point immediately prior to the point of commencement of the international sector.

> BSB-RIO-NYC at a through Example 1:

fare BSB-NYC is

permitted.

Example 2: POA-RIO-SSA-LIS at a

through fare POA-LIS is not permitted. The international fare component must be assessed from RIO and

POA-RIO charged separately.

Example 3: FLN-X/CWB-/CWB-IGU-XSAO-L

on at a through fare

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FLN-LON is not permitted. This first international fare component must be assessed from IGU and FLN-CWB-IGU charged separately.

vi) For a Pricing unit originating in Germany, a fare component from/to a point in Germany must not include more than two domestic sectors in Germany.

vii) Journey application

A journey on a ticket or conjunction ticket, at the time of original issue or when reissued, must not include more than four international arrivals and four international departures in any one country; except in Europe, not more than three international arrivals and three international departures in one country in Europe; provided for the counting of arrivals and departures surface sectors are considered to be flown

(2) Inclusion of a surface sector on a through mileage calculation

Surface of a transportation between two intermediate ticketed points must be included in the ticketed point mileage computation. In the absence of a single ticketed point mileage, the lowest combination of ticketed point sector mileage will apply.

Exception:

when travel between the following ticketed points are by surface transportation, and neither point is the point of origin or destination of the fare sector, the mileage between such points will be disregarded.

Between Alicante, Spain Alicante, Spain Almeria, Spain Amman, Jordan Amristar, India Amsterdam, Netherlands

Antwerp, Belgium Arica, Chile Barcelona, Spain Barcelona, Spain Basle, Switzerland Berlin, Germany and
Murcia, Spain
Valencia, Spain
Malaga, Spain
Jerusalem
Lahore, Pakistan
Rotterdam,
Netherlands
Brussels, Belgium
Tacna, Peru
Gerona, Spain
Reus, Spain
Mulhouse, France
Dresden, Germany

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Berlin, Germany Berne, Switzerland

Berne, Switzerland

Bilboa, Spain

Bilboa, Spain Bilboa, Spain Bologna, Italy

Brazzaville, Congo Rep. Bremen, Germany Bremen, Germany Brownsville, U.S.A. Catania, Italy Ciudad Juarez, Mexico Cologne, Germany

Cologne, Germany
Curitaba, Brazil
Cuzco, Peru
Detroit, U.S.A.
Dresden, Germany
Dubai, United Arab Emirates

Dusseldorf, Germany Grenada, Spain Guatamala, Guatamala Guayaramerin, Bolivia

Hamburg, Germany Hamburg, Germany Hilo, Hawaii, U.S.A.

Hong Kong SAR, Hong Kong Iguassu Falls, Argentina

Jerez DE LA Frontara, Spain Kabul, Afghanistan

LA Coruna, Spain

Laredo, Texas, U.S.A.

Larnaca, Cyprus Leticia, Columbia Livingstone, Zimbabwe

Livramento, Brazil Ljubijana, Croatia Mcallen, Texas, U.S.A Milan, Italy

Leipzig, Germany Geneva, Switzerland Zurich, **Switzerland** San Sebastian, Spain Santander, Spain Vitoria, Spain Florence/Pisa. Italv Kinshasa, Zaire Hamburg, Germany Munster, Germany Matamores, Mexico Palermo, Italy El Paso, U.S.A. Dusseldorf, Germany Munster, Germany Joinville, Brazil LA Paz, Bolivia Windsor, Canada Leipzig, Germany Sharjah, United Arab Emirates Munster, Germany Malaga, Spain Tapachula, Mexico Porto Velho, Brazil Hanover, Germany Munster, Germany Kona, Hawaii, U.S.A. Macau, Macau Iquassu Falls, Brazil Seville, Spain Peshawar, Pakistan Santiago DE Compostela, Spain Nuevo Laredo, Mexico Paphos, Cyprus Tabatinga, Brazil Victoria Fall, Zimbabwe Rivera, Uruguay Zagreb, Croatia Reynosa, Mexico Turin, Italy

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Munich, Germany

Nagoya, Japan Paso de Los Libres, Argentina Podgrorica, Montenegro Puerto Montt, Chile

San Diego, U.S.A. Santiago de Composatala, Spain Split, Croatia Stockholm, Sweden Swakopmund, Namibia Nuremberg,
Germany
Osaka, Japan
Uruguaiana,
Brazil
Tivat, Montenegro
San Carlos de
Bariloche,
Argentina
Tijuana, Mexico
Vigo, Spain
Zadar, Croatia
Vasteras, Sweden
Walvis Bay,
Namibia

(F) Construction rules for fare components

(1) Mixed class travel (travel via different class of service)

(Applicable to normal fares only).

- (a) Mixed class travel is when travel involves two or more classes of service:
  - (i) On a sector(s) within a fare component or,
  - (ii) In an entire fare component of a journey/subjourney with more than one fare component
- (b) The fare for entire fare component traveled in a higher class of service shall be the applicable fare for the class used.
- (c) All fares used in differential calculations will be based on qualifying fares.
- (d) The fare for mixed class travel within a fare component is assessed as the sum of the through fare in the lowest class of service used to assess the fare and, for each sector traveled in a higher class of service; the difference between the lowest applicable fare for the lowest class used for the sector concerned and the lowest applicable fare for the higher class used for the same sector. This process will be referred to as 'differential'.
- (e) If consecutive sectors within the fare component are flown in the higher class of service, the differential may be assessed as the difference between the applicable through fare for the lowest class of service used and the applicable through fare for the higher class of service for the sectors concerned.
- (f) HIPs must be checked when calculating differentials, however the BHC does not apply.

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Note: Minimum checks are not applicable when calculating a differential.

- (g) The differential is assessed in the same direction as the fare used for the lowest class of service.
- (h) When half Round Trip fares are used, the differential is assessed using half round trip fares. When One Way fares are used, the differential is assessed using One Way fares.
- (i) Special fares may not be used in mixed class differential calculations.
- (j) The above rules may not be used to circumvent any stopover or transfer restrictions applicable to the through fare for the lowest class of service used.
- (k) The total fare for a fare component assessed with a class differential need not be higher than:
  - (i) The through fare for the highest class of travel, or
  - (ii) The sum of fares for sectors flown in different classes of service
- (1) Fare component checks (DMC, COM) will be applied:
  - (i) In the lowest class used of a mixed class component where a differential has been applied
  - (ii) In the applicable class used for an entire component flown in a higher class
- (m) Journey subjourney checks which apply to more than one fare component (CTM, COP, CPM, OSC, RSC) will be applied in the lowest class of service used and the class differential(s) amount(s) added to the resultant fare for the lowest class of service used
- (n) Where two applicable same class fares exist in a market, the applicable fare used for the through fare component and any intermediate fares used for HIP check purposes to the breakpoint, is also the same fare used in calculating the differential, i.e. Y and y2 fares exist in a market. If the lower level y2 fare is used as the HIP check fare, it must also be used when calculating the differential.
- (o) Class differentials may not be assessed over a fare break point.
- (p) (Applicable between Area 1 and Area 2) When the Transatlantic sector is flown in intermediate class and other sectors are in the same class or a lower class, the applicable through intermediate class fare shall be applied. A differential between

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economy and intermediate class is not permitted.

- (q) (Applicable between Area 1 and Area 3 via the Atlantic) When the Area 2-3 and Transatlantic sectors are flown in intermediate class, the applicable through intermediate class fare shall be applied.
- (r) (Applicable for travel between Area 1 and Europe only) When Transatlantic travel is flown in economy class and the intra-European sector is flown in intermediate class, the through applicable intermediate class fare applies, unless charging sector fares for the mixed class point(s) results in a lower fare. A differential between economy and intermediate class is not permitted.
- (s) (Applicable via the Atlantic-Pacific Oceans for travel between Europe and south west Pacific) When the sector between Europe and Area 1 and the sector between Area 1 and the south west Pacific are flown in intermediate class, the applicable through intermediate class fare applies. A differential between economy and intermediate class is not permitted.
- (t) (Applicable to Atlantic-Pacific travel between Europe and Japan/Korea) When the sector between Europe and Area 1 is in economy class and the sector between Area 1 and Japan/Korea is in intermediate class, the applicable through intermediate class fare applies. A differential between economy and intermediate class is not permitted.
- (u) (Applicable to Atlantic-Pacific travel between Europe and south east Asia) When the sector between the last point of departure in Europe and the first point in arrival in area 3 are flown in intermediate class, the applicable intermediate class fare applies. A differential between economy and intermediate class is not permitted.
- (2) Surface sectors
  - (a) Apply the through fare or the sum of fares over the sectors actually flown, whichever is lower.
  - (b) In the case of normal fare travel, where the mileage for an international surface break is greater than the ticketed point mileage over the routing traveled from origin of the journey up to the point of commencement of the surface break when normal fares are on both sides of the surface break and journey up to the surface break must be ticketed

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separately.

Example: Travel: NYC-LON surface BKK-PAR-LON-NYC TPMs 3458 5919 5860 220 3458

Construction could be:

NYC-LON RT 1 Pricing unit BKK-PAR OW 1 Pricing unit PAR-LON OW 1 Pricing unit

\* notwithstanding separate pus, the TPM is undertaken from NYC

- (c) The surface break is measured using TPMs. If no TPM exists for the points concerned, the shortest operated mileage shall be used (i.e. MPM divided by 1.20); provided that in the event there is no shortest operated mileage, the ticketed point mileage shall be established by a combination of TPMs.
- (d) Surface breaks in section e.7. And between Canada and the USA may be ignored.
- (3) Higher Intermediate Point
  - (a) Normal fares
    - If in any routing otherwise permissible at the direct route normal fare, there is a direct route normal fare(s) of the same class of service between any two ticketed points which is higher than the direct route normal fare between the fare construction points, the fare shall not be less than the highest fare referred to above (higher intermediate fare). In the case of fares which are established by seasonality (including blackout dates), or day of week or flight application, the check will be based on the applicable fare (by seasonality including blackouts, or by dates, or by day of week or by flight application).
    - (ii) If in any indirect routing otherwise permissible at the direct route normal fare plus a percentage, there is a direct route normal fare(s) of the same class of service between the fare construction points, the fare for the indirect route shall not be less than the highest fare referred to above (higher intermediate fare), and the surcharge percentage applicable to the through fare shall be applied to such higher intermediate fare.
    - (iii) When there is no direct route fare between two ticketed points, a fare must be constructed over an intermediate ticketed point in order to apply the

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provisions of (i) and (ii) above. Note: The constructed fare is considered a 'direct route fare' and must be shown on the ticket as 'c/'.

- (iv) When comparing normal fares of the 'same class of service' in order to determine if there is a higher fare, the following sequence shall be followed:
  - (aa) Sleeper seat fare is compared with sleeper seat; if no sleeper seat fare, compare with first class fare
  - (bb) First class fare is compared with first class; if no first class fare, compare with intermediate class fare (or next lower class fare)
  - (cc) Intermediate class fare is compared with intermediate class fare; if no intermediate class fare, compare with economy class fare; provided that where more than one economy class fare is published, compare with the highest economy class fare.
  - (dd) Economy class fare is compared with economy class fare
- (v) When comparing normal fares, the comparison shall be made in the same direction as the fare component. When using half Round Trip fares the comparison shall be made using half Round Trip fares. When using One Way fares the comparison shall be made using One Way fares.
- (vii) Where more than one normal fare is published for the carrier and the class of service used, the lower/lowest level may be used subject to any stopover, transfer, seasonality, day of week limitations, or flight restrictions of the lower/lowest fare (excluding application of the stopover charges.)
- (vii) In establishing the day of week fare level to be used for the HIP check, the application of the day of week fares shall be applied solely to the sector(s) For which the check is being made. The day of travel on such sector(s) shall be used to determine the day of week fare level for the HIP check.
- (viii) In establishing the seasonal fare level to be used for the HIP check, the rule for the application of the seasonal fare

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shall be applied solely to the sector(s) For which the check is being made. The seasonal rule for such sector shall be used to determine the seasonal fare level to be used for the HIP check. Where reference in a seasonal rule is to a specific segment of travel e.g. first international sector, the specific segment shall be assessed within the sector(s) for which the HIP level is being established.

Example: routing A-B-C-B-A

1st fare component (A to C)

- Fare A-C is a non-seasonal fare
- Fare A-B is a non-seasonal fare
- There are seasonal fares B-C with the rule that the first international sector determines the seasonal fare to be charged.
- To establish the seasonal fare level to be used for the HIP check on the sector B-C the date of travel B to C will be used 2nd fare component (fare in the direction from A to C)
- Fare A-C is a non-seasonal fare
- Fare A-B is a non-seasonal fare
- There are seasonal fares B-C with the rule that the first international sector determines the seasonal fare to be charged.
- To establish the seasonal fare level to be used for the HIP check on the sector C-B the date of travel C to B will be used.
- (ix) For the purpose of the higher intermediate fare check, when the ticket shows no stopover at both the unit origin and the unit destination point of a side trip which has been charged for separately (due to transfer connections on both occasions) a stopover shall be considered to be taken at such point unless the time interval between the arrival immediately preceding the side trip and the departure immediately

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following the side trip does not constitute a stopover as defined in rule 1.

- (x) When an itinerary required checking fares in the next higher class of service due to rule/stopover restrictions, HIPs must be checked in the next higher class of service for all points on that fare component.
- (xi) When tickets are issued in the country of commencement of travel, a higher intermediate point check shall be applicable only at intermediate ticketed stopover point(s).

The points checked are:

- (aa) The point of origin to any intermediate stopover point; or
- (bb) Any intermediate stopover point to the destination; or
- (cc) Any intermediate stopover points to any other intermediate stopover point.
  - Exception 1: For the purpose of this rule, EC member states shall be considered as one country, provided that:
    - (i) The journey is wholly within the Europe sub-area and all fare Construction points are in EC member states.
    - (ii) The journey must commence in the country of the point of origin shown on the ticket.

Exception 2: Not used
Exception 3: For journeys
originating western
Africa, higher
intermediate points
check in each fare
component shall be
applied at all
ticketed points in
Western Africa.

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(xii)

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Exception 4:
                    applicable for
                    travel originating
                    in Israel, HIP's
                    will be checked on
                    fare components from
                    Israel to all
                    ticketed points in
                    the fare component
                    whether there is a
                    stopover or not.
                    This does not apply
                    to the HIP check
                    from an intermediate
                    point or an
                    intermediate point
                    to the fare
                    Construction point.
                  Example:
                            TLV-FRA-X/
                             LON-NYC/TLV
                              the HIP
                              check is
                              TLV-FRA;
                              TLV-LON
                              and
                              FRA-NYC
                              and though
                              LON is a
                              transfer
                              point.
                              TLV-LON is
                              checked
                              but
                              LON-NYC is
                              not.
                  Note: Cancelled
      Exception 5:
      Exception 6:
                    When travel
      Exception 7:
                    originates in India
                    and destined to
                    Canada/USA, when
                    stopovers taken in
                    Europe or UK higher
                    fares shall not be
                    applicable from
                    points in Europe/UK
                    to Canada/USA.
For the purpose of this rule, when there
is a surface break, the higher
intermediate fare check applies to the
point of arrival by air immediately
preceding the surface sector and to the
point of departure immediately following
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the surface sector, unless the time interval between the arrival and departure does not constitute a stopover as defined in Rule 1.

- (b) Special fares
  - (i) A special fare may be applied if between either fare construction point and any intermediate ticketed point there is not higher normal fare for the same class of service than the normal fare between the fare construction points as determined in accordance with the normal fares section (a) above.
  - (ii) If there is a higher normal fare, as determined in accordance with paragraph a, above, the special fare for the component shall not be less than such higher normal are, except:
    - (aa) If there is a special fare of the same type at the same level or a lower level on the sector for which the normal fare applies, the special fare from the origin to the destination (surcharged if necessary) shall apply, or
    - (bb) If there is a special fare of the same type at a higher level on the sector for which the higher normal fare applies, the special fare for the component shall not be less than such higher special fare (surcharged if necessary).
    - (cc) If there is no special fare of the same type on the sector for which the higher normal fare applies, the fare shall not be less than the lowest of any higher type of special fare within the same column as shown below:
    - (dd) In defining a 'fare of the same
       type', the comparison of special
       fares shall be limited to the
       class of service and

Column 1
Late booking fare or
APEX fare or
PEX fare or
Excursion fare

Column 2
GIT fare or
Individual IT or
Excursion fare

Column 3 Group fare or Excursion fare

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yes

(ee) If there is more than one special fare of the same type on the sector for which the higher normal fare applies, the fare with conditions most similar to those of the special fares for the component shall be used for the comparison.

(ff) All conditions attached to the special fare for the component apply.

(4) One Way Backhaul Minimum

(a) This paragraph does not apply:

Carrier: Swiss - LX

(i) For journeys wholly within Area 1

(ii) For journeys wholly between Argentina, Brazil, Chile, Paraguay, Uruguay and Area 2

(iii) For Pricing units wholly within Europe
(b) This paragraph applies only when using normal

or special One Way fares.

(c) If in any fare component travel is via a higher rated intermediate stopover point, the fare for such fare component shall be the higher of:

(i) The applicable fare between the fare

Construction points, or

(ii) The fare from fare component origin to the highest rated intermediate stopover point plus the difference between such fare and the direct route fare between the fare construction points.

Example:	A-B-C-D		
Fares:	A to B	NUC	50
	A to C		150
	A to D		140
	B to C		175
	B to D		160

Fare to be charged is:

B to C NUC 175

or

A to C NUC 150
Plus the difference between
A to C and A to D 10
total NUC 160

Whichever is higher

(d) The One Way backhaul check need not be applied for points which have been excluded as stated in section (3) (HIPs) above.

(5) Directional minimum fare check (DMC)
The following additional rules will apply.

(a) Normal fares

- (i) One way fares: the fare to be charged shall not be less than the direct route One Way fare for the highest rated pair of points applicable in either direction for the class of service used between any ticketed points within the fare component.
- (ii) Normal Open Jaw fares: the fare to be charged shall not be less than the direct route half Round Trip fare for the highest rated pair of points applicable in either direction for the class of service used between any ticketed points within each fare component.

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(iii) Where more than one normal fare is published for the carrier and the class of service used, the lower/lowest level may be used.

(b) Special One Way fares

- (i) Only one fare component: the fare to be charged shall not be less than the highest One Way direct route fare of the same type in either direction between any ticketed points within the fare component. In the absence of a fare of the same type, the next higher One Way fare shall be used.
- (ii) More than one fare component: the rule
   in (b)(i) above shall apply to each fare
   component.
- (iii) Fare of the same type will be as defined in section (3)(b)(ii)(dd).
- (c) Applicable fares
  the fares to be used shall be those
  applicable on the date of commencement of the
  outbound transportation or in the case of
  seasonal fares, those applicable on the date
  which determines the seasonal level to be
  used. This will apply in each component.
- (d) Exceptions
   The provisions in subparagraphs (a)(b) and (c)
   above will not apply:
  - (i) For transportation wholly within Area 1
  - (ii) For sales made in Area 1 for transportation commencing in Area 1
  - (iii) For sales made in Canada, USA/US territories for transportation to Canada, USA/US territories.
    - (iv) When travel originates in Benin, Burkina Faso, Cameroon, Central African Republic, Chad, Congo (Brazzaville), Equatorial Guinea, Gabon, Ivory Coast, Mali, Niger, Senegal or Togo and is sold in these countries.
    - (v) For sales made in EC member states for travel wholly within the Europe sub-area when all fare construction points are in EC member states.
- (G) Construction rules for Pricing units
  - (1) Round trip fares
    - (a) Unless otherwise specified, the fare for a Round Trip will be twice the outbound One Way fare.
    - (b) The reference to two fare components only, found in definitions, does not prohibit fares for end-on combination or side trips paid for

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separately, being shown on the same ticket.
(c) Round trip fares are combinable with other Round Trip fares.

(2) Circle Trip fares

(a) The fare for a Circle Trip shall be the lowest combination of half Round Trips in the direction of travel, beginning the calculation from the point of unit origin of the trip; provided that for any fare component which terminates in the country of unit origin, the fare applicable to such fare component from the country of unit origin shall be used.

(b) Circle Trip Minimum (CTM)

(i) (Not applicable for travel commencing in Australia/New Zealand other than within Area 3: the fare for a Circle Trip (excluding any side trip which has been charged as a separate Pricing unit) Shall not be less than the direct route normal or special Round Trip fare, the highest rated pair of points applicable to the class of service used from the point of unit origin to any stopover point on the route of travel.

(ii) Cancelled

- (iii) Where more than one normal fare is published for the carrier and the class of service used, the lower/lowest level may be used.
- (iv) When there are Round Trip fares from the point of unit origin to any stopover point, which differ according to carrier(s) used outbound and inbound the fare to be used for the check shall be the lower of such Round Trip fares.
  - (v) When checking the Circle Trip Minimum fare when special fares are used, the comparison is the same as provided in (3)(b)(ii)(dd); provided that when no special direct Round Trip fare is available from the point of unit origin to any higher rated normal fare stopover point, the total fare shall not be less than the direct Round Trip normal economy class fare from the point of unit origin to such point.
- (vii) The CTM check is not applied to a Pricing unit, which contains a mixture of normal and special fares combined on the outbound and inbound portions.
- (vii) The CTM check is not applied to a
   Pricing unit consisting of government

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and/or military fares.

(viii) The CTM check is not applied to a Pricing unit consisting of a combination of government and/or military fares and normal fares.

(ix) The CTM check need not be applied to points, which have been disregarded under provisions of the higher intermediate point rule.

(c) Round the World Minimum (RWM) The rule does not apply to any joint round the world fares published by rule separately in this or any other tariff.

> (i) Round the world fares consist of continuous EB or WB travel commencing from and returning to the same point which involves only one crossing of the Atlantic Ocean and only one crossing of the Pacific Ocean.

(ii) Unless otherwise indicated, only normal fares may be used to construct a round the world itinerary. One way special fares must not be used to calculate fares for round-the- world travel.

(iii) For Round the World travel originating in Australia/New Zealand, the provisions of subparagraph iv) below shall not

apply.

- (iv) The total fare for around the World journey (excluding any side trip charged separately) shall not be less than the lower of the two direct route normal Round Trip fares applicable to the class of service used from the point of unit origin to all stopover point(s) in both global directions. If more than one such lower fare exists, the highest of these lower fares is used for the RWM.
  - (v) Where more than one normal fare is published for the carrier and the class of service used the lower/lowest level may be used for the minimum check.
- (vii) When there are Round Trip fares with different global indicators from the point of unit origin to any stopover point, the fare to be used for the check must be that applicable to the flown itinerary.

(vii) When the flown itinerary incorporates such different global indicators, the fare must not be less than the lower of such Round Trip fares from the point of unit origin.

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Example: Travel
CHI-ZRH-BOM-CMB-HKG-YVR-CHI
Calculation based on: CHI-BOM at

fare and CHI-BOM PA fare

rare and	CITE DOM I	/\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
at	NUC	PA
CHI-ZRH	1800	none
CHI-BOM	3100	3300
CHI-CMB	3830	3200
CHI-HKG	4600	2300
CHI-YVR	none	285 (WH)

- The missing CHI-ZRH PA and CHI-YVR at fares need to be constructed by lowest combination. However, as the resulting fares would most likely be higher than existing fares in the opposite global direction, they are ignored.
- . The highest RT fare between each city pair is disregarded.
- . Of the remaining lower RT fares, the highest RT fare CHI-CMB PA constitutes the RWM.
- . If the calculation is not higher than this amount, the itinerary must be raised to the highest RT fare (CHI-CMB).
- (3) Open iaw fares
  - (a) Normal Fare Open Jaw
    Common Point Minimum check (CPM)
    - (i) The fare for a normal fare Open Jaw Pricing unit shall be the sum of the applicable Round Trip fares for both international legs of the Open Jaw, assessed from the country of unit origin.
    - (ii) (aa) If there is a surface sector in the country of unit origin and there is a Common Ticketed Point(s) in the country of unit origin, the fare shall not be less than the highest applicable fare from the common point(s).
      - (bb) If there is a surface sector in the country of unit turnaround and there is a Common Ticketed Point(s) in the country of unit turnaround, the fare shall not be less than the highest applicable fare to the common point(s).
      - (cc) If there is a Common Ticketed
         Point(s) in both the country of

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unit origin and the country of unit turnaround, the fare shall not be less than the highest applicable round or Circle Trip fare from the Common Ticketed Point(s) in the country of unit origin to the Common Ticketed Point(s) in the country of unit turnaround.

(dd) In applying the above, for travel origination in Canada or USA, the surface break may be permitted between countries in the Europe sub-area provided:

(i) Travel in both directions is via the Atlantic

(ii) The application of (a)(i) And (ii) above, the CPM check shall only apply to a common point(s) in the country of origin and/or the country of the terminal point of a fare component. It shall not apply to intermediate common point in other countries

Example: YMQ-LON-ZRH XXX
ROM-ZRH-LON-YMQ
the CPM check is
to be applied
YMQ-ZRH but not applied
to YMQ-LON as LON is not in
the country of a terminal
point of a fare component.

- (ee) The reference in the Normal Fare Open Jaw definition referencing two international fare components does not preclude fares for end-on combinations or side trips paid for separately being shown on the same ticket.
- (b) Special Fares Open Jaw
  Except as specified in a fare rule, the fare for an Open Jaw shall be the sum of half the applicable Round Trip fares for both legs of the Open Jaw; provided that when a fare component terminates in the country of unit origin, the fare applicable from the country of unit origin shall be used.
  Exception: For travel originating and

For travel originating and terminating in Europe (except for travel wholly within Europe): Where an Open Jaw applies between countries in Europe, where a fare component terminated in the

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country of unit destination the fare applicable from the country of unit destination shall be

used.

Example: AMS-WAS-MAD

Fare construction:

AMS - WAS 1/2 RT PEX fare MAD - WAS 1/2 RT PEX fare

(4) One way fares

(a) For One Way journeys, One Way fares must be used

- (b) Country of unit origin check (COM): when one way Pricing units are used and travel on the second or subsequent international pricing unit is via a country from which a previous Pricing unit has already been assessed, the fare for such Pricing unit shall not be less than the highest international fare from any ticketed point in the country where the previous Pricing unit commenced to any other ticketed point in such unit. This rule applies whether or not a stopover is made at the point(s) in the country where the previous Pricing unit commenced.
- (c) For One Way subjourneys, when the respective countries of both origin and destination points of a Pricing unit have been used for the assessment of a previous Pricing unit, the direction of the last Pricing unit will be assessed in the reverse direction of travel.

Example: GVA-LON-ATL-X/ZRH-LON using OW

fares for each sector

both ZRH and LON have been used to assess a previous Pricing unit so the direction of the Pricing unit for the sector ZRH-LON shall be from LON to ZRH.

- (H) Minimum check for consecutive normal fare Pricing units(1) Return subjourneys check (RSC) Not applicable for travel to/from Canada
  - (a) The RSC will not apply between consecutive Pricing units for return subjourneys.
  - (b) If the total for the journey contains any consecutive normal fare Pricing units for return subjourneys a minimum check will be applied. The total fare assessed for the consecutive Pricing units (excluding any side trips charged separately) must not be less than the direct route normal Round Trip fare,

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applicable to the class of service used from the unit origin of the first consecutive Pricing units, to the highest rated stopover point in any subsequent consecutive pricing units.

Example: Travel

MAD-ROM-ATH-TYO-SYD-ATH-ROM-MAD

Construction could be:

MAD-ROM	RT	1 Pricing unit
ROM-ATH	RT	1 Pricing unit
ATH-TYO	1/2 RT	_
TYO-SYD	1/2 RT	1 Pricing unit
ATH-SYD	1/2 RT	_

- . 3 consecutive Pricing units (RT > RT > CT)
- . All are stopover points
- . From unit origin of the first consecutive Pricing unit to any stopover point in any subsequent consecutive Pricing unit, MAD-SYD being the highest direct route Round Trip fare from mad
- Minimum check the total fare of these consecutive Pricing units must not be less than MAD-SYD RT fare (which is the highest RT fare) **Exceptions:** 
  - (i) (aa)
  - If the first Pricing unit is for an origin Open Jaw the direct route Round Trip fare shall be assessed as the sum of half the direct route Round Trip fare from the unit origin of such Open Jaw Pricing unit and half the direct route Round Trip fare from the unit destination of such Open Jaw Pricing unit to each stopover point in any subsequent consecutive pricing units.

Example: Travel: NCE-BRU-NBO-JNB-NBO-BRU-LYS

- . Minimum check total fare for Pricing units must not be less than the sum of 1/2 RTs NCE-BRU > LYS-JNB, whichever is the highest.
- If any subsequent Pricing unit (bb) is for an origin Open Jaw the Pricing unit will be considered as a Round Trip Pricing unit and 1.B above will apply (i.e. close the surface sector)

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(ii) If the last Pricing unit is for a turnaround Open Jaw trip the direct route Round Trip fare to stopover/terminal points in the open jaw Pricing unit will be half the direct route Round Trip fare from the unit origin of the first consecutive Pricing unit to the highest rate stopover/terminal point in the open jaw Pricing unit on the outbound component and half the direct route Round Trip fare from the unit origin of the first consecutive Pricing unit to the highest rated stopover/terminal point in the Open Jaw Pricing unit on the inbound component. Example:

> Travel: BRU-NBO-LUN-DKR surf CPT-JNB-LUN-NBO-BRU

### Construction could be:

BRU-NBO RT 1 Pricing unit NBO-LUN RT 1 Pricing unit

LUN-DUR 1/2 RT

1 Pricing unit 1/2 RT LUN-CPT . Minimum check - total fare for the Pricing units must not be less than the BRU-LUN RT or the sum of 1/2 RTs BRU-CPT > BRU-CPT, whichever is the highest

- (iii) If both the first and any subsequent consecutive Pricing units are for origin/turnaround Open Jaw trips respectively then both i and ii above apply.
- (c) where more than one normal fare is published for the carrier and the class of service used the lower/lowest level may be used.
- When there are Round Trip fares with (d) (i) different global indicators from the point of origin to any stopover point, the fare to be used for the check must be the applicable fare to the flown itinerary.
  - When the flown itinerary incorporates (ii) such different global indicators (including Round the World journeys), the fare must not be less than the lower Round Trip fares from the point of origin.
- When there are Round Trip fares from the (e) point of origin to any stopover point which

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differ according to carrier(s) used on the outbound and the inbound journeys, the fare to be used for the checks shall be the lower of such Round Trip fares.

- (2) One way subjourneys check (OSC) Not applicable for travel to/from Canada
  - (f) If there is a surface break between two return subjourneys, the minimum check is not applied.
  - (g) Multiple Pricing units assessed from a common Pricing unit are not considered consecutive to each other and the minimum check is not applied to these Pricing units.
  - (h) Example: Travel:

TYO-SFO-LON-SFO-TYO-HKG-BOM-HKG-TYO Construction could be:

TYO-SFO RT 1 Pricing unit SFO-LON RT 1 Pricing unit TYO-HKG RT 1 Pricing unit HKG-BOM RT 1 Pricing unit

Minimum check is applied twice: TYO-SFO > SFO-LON and TYO-HKG > HKG-BOM There is no minimum check

other than above.

(Not applicable to journeys to/from via the US/US territories)

- (a) A specified through fare must not be undercut by a combination of fares
- (b) The OSC will apply between consecutive Pricing units for One Way subjourneys. Example 1 (SITI):

A-----D
100 100 100
A------C
300
B------D
250

P A B 100 C 100 D 100 H A-C 100 H A-D 100 Total 500

Example 2: CPH-DEL-JED-BKK

 $\begin{array}{cccc} \text{OW(PU1)} & \text{OW(PU2)} & \text{OW(PU3)} \\ \text{CPH-----DEL} & \text{DEL-----JED} & \text{JED-----BKK} \end{array}$ 

\*\*\*\*\*\*

500

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CPH-DEL	OW	1 Pricing unit	900 NUC
DEL-JED	OW	1 Pricing unit	600 NUC
JED-BKK	OW	1 Pricing unit	475 NUC
CPH-JED			1600 NUC
CPH-BKK			2200 NUC

- CPH-DEL plus DEL-JED < 1500 NUC. Compared to CPH-JED results in a plus of 100 NUC.
- CPH-JED plus JED-BKK < 2075 NUC. Compared to CPH-BKK results in a plus of 125 NUC.
- The itinerary must be raised 225 NUC shown separately in the fare calculation.

Р	CPH	
р	DEL	900
	JED	600
	BKK	475
	Н	100
	Н	125
	Total	2200

- (c) Where more than one normal fare published for the carrier and the class of service used the lower/lowest level may be used.
- (d) If the OSC is applied and two or more pricing units are merged, the new single Pricing unit is used for any further fare checks.
- (e) If in a series of Pricing units for One Way subjourneys there is a surface break between fare construction points the OSC is applied to the Pricing units for One Way subjourneys up to the start of the surface break and then applied separately from the point at which air transportation recommences (even if this point is a previous fare construction point) Example: Travel: MAD-NBO-DAR surface NBO-LUN-JNB
  - . One way fare components MAD-NBO, NBO-DAR, NBO-LUN, LUN-JNB
  - . The OSC is performed on MAD-DAR and NBO-JNB
- (3) Mixture of return subjourneys and One Way subjourneys
  - (a) When a journey comprises Pricing units that are a mixture of Pricing units for return subjourneys and One Way subjourneys no overall checks will be applied. However, if there are two or more consecutive pricing units using the same fare types, (half round trip or One Way) then the applicable checks will be applied for those Pricing units.

    I.e. if there are two or more consecutive Pricing units for One Way subjourneys the OSC will be applied between those Pricing units. If there are two or more consecutive pricing

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units for return subjourneys the RSC will be applied from the unit origin of the first of such Pricing units to all stopover points within the consecutive Pricing unit(s) and the OSC will not be applied.

Example: Travel:

LON-PAR-AMS-HKG-TYO-HKG-AMS

#### Construction could be:

LON-PAR	OW	1 Pricing unit
PAR-AMS	OW	1 Pricing unit
AMS-HKG	RT	1 Pricing unit
HKG-TYO	RT	1 Pricing unit

. OSC applies on the consecutive OWS LON-PAR and PAR-AMS; RSC applies on the Consecutive RTs AMS-HKG and HKG-TYO

Example: Travel: LON-PAR-HKG-TYO-HKG surf PAR-LON

#### Construction could be:

LON-PAR	RT		1 Pricing unit	
PAR-HKG	OW		1 Pricing unit	
HKG-TYO	RT		1 Pricing unit	
No chocks	268266	+60	Duicina unite ana	

. No checks across the Pricing units are required since there are no consecutive RT Pricing units or consecutive OW Pricing units.

(i) If two or more Pricing units for return subjourneys have a common fare Construction point but are separated by a Pricing unit for a One Way subjourney, the minimum check shall apply from the unit origin of the first of these Pricing units to all stopover points in the order contiguous/consecutive pricing units(s).

Example: Travel: JNB-ATH-IST surf ATH-STO-ATH-JNB

#### Construction could be:

JNB-ATH	RT	1	Pricing	unit
ATH-IST	OW	1	Pricing	unit
ATH-STO	RT	1	Pricing	unit

- . As ATH is a common point on 2 contiguous RT Pricing units, the RSC is applied on the contiguous RT Pricing units JNB-ATH and ATH-STO.
- (ii) If two or more Pricing units for OW subjourneys have a common fare

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Construction point but are separated by a RT Pricing unit, the OSC is applied to all fare construction points in the contiguous/consecutive Pricing unit(s).

Example: Travel:

NRK-X/CPH-GLA-CPH-FRA-X/MAD-PMI

#### Construction could be:

NRK-CPH OW 1 Pricing unit
CPH-GLA RT 1 Pricing unit
CPH-PMI OW 1 Pricing unit
. As CPH is a common point on 2 contiguous
OW Pricing units, the OSC is applied
NRK-CPH-CPH-PMI

- (b) Where a journey involves travel to/from/via the US/US territories, the OSC will not be applied.
- (4) The plus symbol when shown on the ticket is -H-.
- (I) Special fare arrangements
  Passengers occupying two seats.
  If for reason of personal comfort or privacy, a
  passenger choose to make advance arrangements for two
  seats the charge per the additional seat shall be the
  same as the charge for the first seat.

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# Rule 135 Stopovers

(A) Except as otherwise provided in this rule, stopovers 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) Stopovers must be arranged 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.

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# Rule 145 Currency Applications

### Local currency fares and charges

Fares and related charges are expressed in the local currency of the country of commencement of transportation (COC), except those countries listed below which are expressed (A) in US dollars or (B) in

Lebanon

Euro: (A)

Afghanistan Angola Liberia **Anguilla** Madagascar Antigua and Barbuda Malawi Argentina Maldives Bahamas Mexico Mongolia Bangladesh Barbados Montserrat Belize Nicaragua

Bermuda Nigeria Bolivia Palestinian Territory

Bonaire Panama Brazil Paraguay Burundi Peru Cambodia Philippines

Cayman Islands Rwanda

Chile Saba Colombia Saint Eustatius

Congo, Dem. Rep. of Saint Kitts and Nevis Costa Rica Saint Lucia Cuba

Saint Vincent and Dominica Dominican Republic The Grenadines Sao Tome and Ecuador El Salvador Principe

Eritrea Sierra Leone Somalia Ethiopia Gambia Suriname

Ghana Tanzania, United Grenada Republic of Timor Leste Guatemala

Trinidad and Guinea Tobago Guyana Haiti Uganda

Ukraine Honduras Indonesia United States

Iraq and U.S. Territories

Uruguay Israel Venezuela Jamaica Kenya Viet Nam Laos zambia zimbabwe

(B) Albania Armenia Austria

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Azerbaijan Belarus Belgium Bosnia and Herzegovina Bulgaria Cape Verde Croatia Cyprus Estonia Finland France except French Polynesia (including Wallis and Futuna) New Caledonia (including Loyalty Islands) Georgia Germany Greece Ireland Italy Kyrgyzstan Latvia Lithuania Luxembourg Macedonia (FYROM) Malta Moldova, Republic of Monaco Montenegro Netherlands Portugal Romania Russia Serbia Slovakia Slovenia Spain Tajikistan Turkey Turkmenistan Uzbekistan

(2) All add-ons shall be established in the currency of the country concerned, or where agreed, in U.S. dollars or in Euro or in any other currency. Combination of local currency fares To combine two or more local currency fares, convert all local currency fares into the currency of the country of commencement of transportation.

Step 1: (a) Establish the NUC amount for each local currency fare by dividing the local currency fare by the applicable IATA Rate of Exchange (ROE) shown in the Currency Conversion Table below for the country in which the currency is denominated.

 b) Calculate the resultant amount to two decimals places, ignoring any further decimal places.

Step 2: Add the resultant NUC amounts for the sectors involved.

Step 3: (a) Established the through local currency

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fare by multiplying the total NUC amounts (derived from Steps 1, 2, and 3 above) by the IATA Rate of Exchange (ROE) shown in the currency conversion table below for the country of commencement of travel.

- (b) Calculate the resultant amount of one decimal place beyond the number of decimal places shown next to the local currency in the conversion table below, ignoring any further decimal places.
- (c) Round up to the next higher rounding unit shown next to the local currency in the currency conversion table, unless otherwise indicated.

Exception: When an international ticket is comprised of all domestic fare components, but within different countries, the provisions outlines above shall apply.

Other Charges
Other charges shall be separately converted to the currency
of the country of sale using the Bankers' Selling Rate using
the rounding units shown next to other charges in the
currency conversion table.

MCOs for unspecified transportation and PTAs.

MCOs for unspecified transportation and PTAs when honored for payment of Air transportation shall be subject to the provisions of Rule 75 (Currency of Payment). The country of payment of the PTA or MCO shall be considered the country of original issue and determine construction Rules to apply.

Currency Table
For IATA Rate of Exchange (ROE) currency conversion table see pages 259-275.

Local Currency Rounding Table

For those countries where fares are expressed in USA and the USD is not the local currency; see pages 280-Q thru 282. Currency Table

Abu Dhabi

(See United Arab Emirates)

Afghanistan

US Dollar USD ROE:1.0 . Note D
Round Up: Local Currency - 1 Other Charges - 0.1

Albania

Euro EUR ROE:.908104 Note -

Round Up: Local Currency - 1 Other Charges - 0.01

Algeria di

Algerian Dinar DZD ROE:120.675876 Note -

Round Up: Local Currency - 1 Other Charges - 1

American Samoa

US Dollar USD ROE:1.0 Note -

Round Up: Local Currency - 1 Other Charges - 0.1

Angola

US Dollar USD ROE:1.0 Note D

Round Up: Local Currency - 1 Other Charges - 0.1

Anguilla

US Dollar USD ROE:1.0 Note D

Round Up: Local Currency - 1 Other Charges - 0.1

Antigua and

Barbuda

Carrier: Swiss - LX

US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Argentina US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Armenia Euro EUR ROE: .908104 Note E Round Up: Local Currency - 1 Other Charges - 0.1 Aruba Aruban Guilder AWG ROE:1.8000000 Note -Round Up: Local Currency - 1 Other Charges - 1 Australia Australian Dollar AUD ROE:1.468910 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Austria EUR ROE: .908104 Euro Note -Round Up: Local Currency - 1 Other Charges - 0.01 Azerbaijan Euro EUR ROE:.908104 Note E Round Up: Local Currency - 1 Other Charges - 0.1 Bahamas US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Bahrain Bahraini Dinar BHD ROE: .376100 Note -Round Up: Local Currency - 1 Other Charges - 1 Bangladesh US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Barbados US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Belarus EUR ROE: .908104 Note E Round Up: Local Currency - 1 Other Charges - 0.1 Belgium EUR ROE:.908104 Euro Note -Round Up: Local Currency - 1 Other Charges - 0.01 Belize US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Benin, Rep. Of XOF ROE:595.677380 Note -CFA Franc Round Up: Local Currency - 100 Other Charges - 100 Bermuda US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Bhutan NGULTRUM BTN ROE:71.969032 Note -Round Up: Local Currency - 1 Other Charges - 1 Bolivia US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Bonaire US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Bosnia and

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Herzegovina EUR ROE: .908104 Euro Note E Round Up: Local Currency - 1 Other Charges - 0.01 Botswana **PULA** BWP ROE:11.113232 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Brazil US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 British Virgin Islands US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Brunei Darussalam Brunei Dollar BND ROE:1.385105 Note -Round Up: Local Currency - 1 Other Charges - 1 Bulgaria Euro EUR ROE: .908104 Note E Round Up: Local Currency - 1 Other Charges - 0.01 Burkina Faso CFA Franc XOF ROE:595.677380 Note -Round Up: Local Currency - 100 Other Charges - 100 Burundi US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Cambodia US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 1.0 Cameroon CFA Franc XAF ROE:595.677380 Note -Round Up: Local Currency - 100 Other Charges - 100 Canada Canadian dollar CAD ROE:1.323867 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Cape Verde EUR ROE: .908104 Note E Round Up: Local Currency - 1 Other Charges - 0.1 Cayman Islands US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Central African Republic CFA Franc XAF ROE:595.677380 Note -Round Up: Local Currency - 100 Other Charges - 100 XAF ROE:595.677380 Note -CFA Franc Round Up: Local Currency - 100 Other Charges - 100 Chile US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 China Yuan Renminbi CNY ROE: 7.145291 Note -Round Up: Local Currency - 10 Other Charges - 1 Chinese Taipei TWD ROE:31.279394 Dollar Note -Round Up: Local Currency - 1 Other Charges - 0.5 Colombia

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US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Comoros Comoro Franc KMF ROE:446.758035 Note -Round Up: Local Currency - 100 Other Charges - 50 Congo (Brazzaville) XAF ROE:595.677380 Note -CFA Franc Round Up: Local Currency - 100 Other Charges - 100 Congo (Kinshasa) US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Cook Islands New Zealand Dollar NZD ROE:1.568442 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Costa Rica US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Cote d'Ivoire CFA Franc XOF ROE:595.677380 Note -Round Up: Local Currency - 100 Other Charges - 100 Croatia EUR ROE: .908104 Euro Note E Round Up: Local Currency - 1 Other Charges - 0.01 Cuba US Dollar USD ROE:1.0 Note D Other Charges - 0.1 Round Up: Local Currency - 1 Curacao Netherlands Antilles ANG ROE:1.790000 Guilder Note -Round Up: Local Currency - 1 Other Charges - 0.1 Cyprus EUR ROE: 0.908104 Euro Note -Round Up: Local Currency - 1 Other Charges - 0.05 Czech Republic Czech Koruna CZK ROE:23.484744 Note -Round Up: Local Currency - 1 Other Charges - 1 Denmark DANISH KRONE DKK ROE:6.773884 Note -Round Up: Local Currency - 5 Other Charges - 1 Djibouti Djibouti Franc DJF ROE:177.721000 Note -Round Up: Local Currency - 100 Other Charges - 100 Dominica USD ROE:1.0 US Dollar Note D Round Up: Local Currency - 1 Other Charges - 0.1 Dominican Republic US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Ecuador US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Egypt EGP ROE:16.560000 EGYPTIAN Pound Note -

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Round Up: Local Currency - 1 Other Charges - 1 El Salvador US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Equatorial Guinea XAF ROE:595.677380 Note -CFA franc Round Up: Local Currency - 100 Other Charges - 100 Eritrea US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Estonia EUR ROE: .908104 Note -Round Up: Local Currency - 5 Other Charges - 0.1 Ethiopia US Dollar USD ROE:1.0 Note D Round Up: Local Currency - . Other Charges - 0.1 Eswatini Lilangeni SZL ROE:15.071386 Note -Round Up: Local Currency - 10 Other Charges - 1 European M. Union Note -EUR ROE:.908104 Round Up: Local Currency - 1 Other Charges - 0.5 Falkland Islands Falkland Islands Pound FKP ROE:.818146 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Faroe Islands Danish Krone DKK ROE:6.773884 Note -Round Up: Local Currency - 5 Other Charges - 0.1 Fiji Fiji Dollar FJD ROE:2.204261 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Finland EUR ROE: .908104 Euro Note -Round Up: Local Currency - 1 Other Charges - 0.01 France Euro EUR ROE: .908104 Note -Round Up: Local Currency - 1 Other Charges - 0.01 French Guiana EUR ROE: .908104 Euro Note -Round Up: Local Currency - 1 Other Charges - 0.01 French Polynesia XPF ROE:108.365631 Note -CFP Franc Round Up: Local Currency - 5 Other Charges - 1 Gabon XAF ROE:595.677380 Note -CFA Franc Round Up: Local Currency - 100 Other Charges - 100 Gambia US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Georgia Euro EUR ROE: .908104 Note E Round Up: Local Currency - 1 Other Charges - 0.1 Germany Euro EUR ROE: .908104 Note -Round Up: Local Currency - 1 Other Charges - 0.01 Ghana USD ROE:1.0 US Dollar Note D Other Charges - 0.1 Round Up: Local Currency - 1

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Gibraltar Gibraltar Pound GIP ROE:.818146 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Greece Euro EUR ROE: .908104 Note -Round Up: Local Currency - 100 Other Charges - 10 Greenland Danish Krone DKK ROE:6.773884 Note -Round Up: Local Currency - 5 Other Charges - 1 Grenada US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Guadeloupe EUR ROE: .908104 Euro Note -Round Up: Local Currency - 1 Other Charges - 0.01 Guam USD ROE:1.0 US Dollar Note -Round Up: Local Currency - 1 Other Charges - 0.1 Guatemala USD ROE:1.0 US Dollar Note D Other Charges - 0.1 Round Up: Local Currency - 1 Guinea US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Guinea-Bissau CFA Franc XOF ROE:595.677380 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Guyana USD ROE:1.0 US Dollar Note -Round Up: Local Currency - 1 Other Charges - 1 Haiti US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Honduras US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Hong Kong Hong Kong Dollar HKD ROE: 7.841150 Note -Round Up: Local Currency - 10 Other Charges - 1 Hungary Forint HUF ROE: 299.756829 Note -Round Up: Local Currency - 10 Other Charges - 10 Iceland Iceland Krone ISK ROE:126.754430 Note -Round Up: Local Currency - 100 Other Charges - 10 India INR ROE:71.969032 Indian Rupee Note -Round Up: Local Currency - 5 Other Charges - 1 Indonesia Indonesian Rupiah IDR ROE:14126.800000 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Iran, Islamic Republic of IRR ROE:112807.000000 Note -Iranian Rial Round Up: Local Currency - 100 Other Charges - 100 Iraq Iraq Dinar IQD ROE:1199.765150 Note D

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Other Charges - 0.05 Round Up: Local Currency - 0.1 Ireland Euro EUR ROE: .908104 Note -Round Up: Local Currency - 1 Other Charges - 0.01 Israel US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Italy EUR ROE: .908104 Euro Note -Round Up: Local Currency - 1 Other Charges - 0.01 Jamaica USD ROE:1.0 US Dollar Note -Round Up: Local Currency - 1 Other Charges - 0.1 Japan JPY ROE:106.608770 Note -YEN Round Up: Local Currency - 100 Other Charges - 10 Jordan Jordanian Dinar JOD ROE: .709000 Note -Round Up: Local Currency - 1 Other Charges - 0.05 Kazakhstan Tenge KZT ROE:387.166000 Note D Other Charges - 0.1 Round Up: Local Currency - 1 Kenya US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Kiribati Australian Dollar AUD ROE:1.468910 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Korea, Democratic People's Republic of North Korean KPW ROE:107.250000 Note -Round Up: Local Currency - 1 Other Charges - 1 Korea, Republic of KRW ROE:1201.730079 Note -Korean Won Round Up: Local Currency - 100 Other Charges - 100 Kuwait Kuwait Dinar KWD ROE:.304751 Note -Round Up: Local Currency - 1 Other Charges - 0.05 Kyrgyzstan EUR ROE:.908104 Note E Euro Round Up: Local Currency - 1 Other Charges - 0.1 Laos, People's Democratic Republic of US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Latvia Euro EUR ROE: .908104 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Lebanon US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Lesotho

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LSL ROE:15.071386 Note -Round Up: Local Currency - 10 Other Charges - 0.1 Liberia US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Libyan Arab Jamahiriya Libyan Dinar LYD ROE:1.431813 Note -Round Up: Local Currency - 0.1 Other Charges - 0.05 Lithuania EUR ROE:.908104 Note -Euro Round Up: Local Currency - 1 Other Charges - 0.1 Luxembourg Luxembourg EUR ROE: .908104 Note -Euro Round Up: Local Currency - 1 Other Charges - 0.01 Macao MOP ROE:8.076385 Pataca Note -Round Up: Local Currency - 10 Other Charges - 1 Madagascar US Dollar USD ROE:1.0 Note D Other Charges - 50 Round Up: Local Currency - 100 Malawi US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Malaysia Malaysian Ringgit MYR ROE: 4.194384 Note -Round Up: Local Currency - 1 Other Charges - 1 Maldives US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Mali XOF ROE:595.677380 Note -CFA Franc Round Up: Local Currency - 100 Other Charges - 100 Malta EUR ROE: .908104 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Marshall Islands US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Martinique EUR ROE: .908104 Note -Euro Other Charges - 0.01 Round Up: Local Currency - 1 Mauritania MRO ROE:37.391920 Note -Ouguiya Round Up: Local Currency - 20 Other Charges - 10 Mauritius Mauritius Rupee MUR ROE: 37.445118 Note -Round Up: Local Currency - 5 Other Charges - 1 Mayotte Euro EUR ROE: .908104 Note -Round Up: Other Charges - 0.01 Local Currency - 1 Mexico US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Micronesia US Dollar USD ROE:1.00 Note -

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CFA Franc

Round Up: Local Currency - 1 Other Charges - 0.1 Moldova, Republic of Euro EUR ROE: .908104 Note E Round Up: Local Currency - 1 Other Charges - 0.1 Monaco Euro EUR ROE: .908104 Note -Round Up: Local Currency - 1 Other Charges - 0.01 Mongolia US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Montenegro EUR ROE: .908104 Note -Euro Round Up: Local Currency - 1 Other Charges - 0.1 Montserrat USD ROE:1.0 US Dollar Note D Round Up: Local Currency - 1 Other Charges - 0.1 Morocco Moroccan Dirham MAD ROE:9.756254 Note -Other Charges - 1 Round Up: Local Currency - 5 Mozambique Metical MZM ROE:62.046000 Note -Round Up: Local Currency - 10000 Other Charges - 10000 Myanmar MMK ROE:1546.704423 Note D Kvat Round Up: Local Currency - 1 Other Charges - 1 Namibia Namibian Dollar NAD ROE:15.071386 Note -Round Up: Local Currency - 10 Other Charges - 1 Nauru Australian Dollar AUD ROE:1.468910 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Nepal Nepalese Rupee NPR ROE:115.150452 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Netherlands **Netherlands** EUR ROE: .908104 Euro Note -Round Up: Local Currency - 1 Other Charges - 0.01 Netherlands Antilles Netherlands Antillean Guilder ANG ROE:1.790000 Note -Round Up: Local Currency - 1 Other Charges - 1 New Caledonia CFP Franc XPF ROE:108.365631 Note -Round Up: Local Currency - 100 Other Charges - 10 New Zealand New Zealand Dollar Note -NZD ROE:1.568442 Round Up: Local Currency - 1 Other Charges - 0.1 Nicaragua US Dollar USD ROE:1.0 Note D Other Charges - 0.1 Round Up: Local Currency - 1 Niger

XOF ROE:595.677380 Note -

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Round Up: Local Currency - 100 Other Charges - 100 Nigeria US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Niue New Zealand Dollar NZD ROE:1.568442 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Norfolk Island Australian Dollar AUD ROE:1.468910 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Northern Mariana Islands US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Norway Norwegian Krone NOK ROE:9.026063 Note -Round Up: Local Currency - 5 Other Charges - 1 Occupied Palestinian Territory US Dollar USD ROE:1.0 Note -Other Charges - 0.1 Round Up: Local Currency - 1 Oman Rial Omani OMR ROE: .384500 Note -Round Up: Local Currency - 1 Other Charges - 1 Pakistan Pakistan Rupee PKR ROE:156.955904 Note -Round Up: Local Currency - 10 Other Charges - 1 Palau US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Panama US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Papua New Guinea PGK ROE:3.487872 Note -KINA Round Up: Local Currency - 1 Other Charges - 0.1 Paraguay US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Peru US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Philippines US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Poland ROE:3.948006 PLN PLN Note -Round Up: Local Currency - 1 Other Charges - 0.1 Portugal Portuguese Euro EUR ROE: .908104 Note -Round Up: Local Currency - 1 Other Charges - 0.01 Puerto Rico US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Oatar Qatari Rial QAR ROE:3.640000 Note -Round Up: Local Currency - 10 Other Charges - 10 Reunion

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Euro EUR ROE: .908104 Note -Round Up: Local Currency - 1 Other Charges - 0.01 Romania EUR ROE: .908104 Note E Euro Round Up: Local Currency - 1 Other Charges - 0.01 Russian Federation EUR ROE: .908104 Euro Note E Round Up: Local Currency - 1 Other Charges - 0.01 Rwanda US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Saba US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Saint Helena Saint Helena SHP ROE: 0.818146 Pound Note -Round Up: Local Currency - 1 Other Charges - 0.1 Saint Kitts and Nevis US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Saint Lucia US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Saint Maarten Guilder Netherlands ANG ROE: 1.790000 Note -Antilles Round Up: Local Currency - 1 Other Charges - 0.1 Saint Pierre and Miquelon Euro EUR ROE: .908104 Note -Round Up: Local Currency - 0.01 Other Charges - 0.01 Saint Vincent and The Grenadines US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Samoa Tala WST ROE:2.758274 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Sao Tome and Principe US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Saudi Arabia Saudi Riyal SAR ROE: 3.750000 Note -Round Up: Local Currency - 1 Other Charges - 1 Senegal CFA Franc XOF ROE:595.677380 Note -Round Up: Local Currency - 100 Other Charges - 100 Serbia Euro EUR ROE: .908104 Note E Round Up: Local Currency - 1 Other Charges - 0.1 Seychelles | Seychelles SCR ROE:14.552957 Note -Rupee Round Up: Local Currency - 1 Other Charges - 1

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Sierra Leone US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Singapore Singapore Dollar SGD ROE:1.385105 Note -Round Up: Local Currency - 1 Other Charges - 1 Slovakia EUR ROE:.908104 Note -Euro Round Up: Local Currency - 1 Other Charges - 1 Slovenia EUR ROE: .908104 Note -Round Up: Local Currency - 100 Other Charges - 1 Solomon Islands Solomon Islands Dollar SBD ROE:8.494263 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Somalia US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 South Africa Rand ZAR ROE:15.071386 Note -Round Up: Local Currency - 10 Other Charges - 1 South Sudan South Sudanese Pound SSP ROE:159.403000 Note G Round Up: Local Currency - 1 Other Charges - 1 Spain EUR ROE:.908104 Note -Euro Other Charges - 0.01 Round Up: Local Currency - 1 Sri Lanka SRI LANKA RUPEE LKR ROE:181.346000 Note -Round Up: Local Currency - 100 Other Charges - 1 Sudan Sudanese Dinar SDG ROE:45.225000 Note G Round Up: Local Currency - 1 Other Charges - 1 Suriname US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Sweden Swedish Krone SEK ROE:9.726038 Note -Round Up: Local Currency - 5 Other Charges - 1 Switzerland SWISS Franc CHF ROE: .987367 Note -Round Up: Local Currency - 1 Other Charges - 0.5 Syrian Arab Republic Syrian Pound SYP ROE:436.000000 Note G Round Up: Local Currency - 1 Other Charges - 1 Tajikistan Euro EUR ROE: .908104 Note E Round Up: Local Currency - 1 Other Charges - 0.1 Tanzania, United Republic of US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Thailand THB ROE:30.821100 Note -Baht Round Up: Local Currency - 5 Other Charges - 5

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Timor - Leste US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 5 Other Charges - 0.1 Togo CFA Franc XOF ROE:595.677380 Note -Round Up: Local Currency - 100 Other Charges - 100 Tonga Pa'anga TOP ROE: 2.385951 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Trinidad and Tobago USD ROE:1.0 US Dollar Note D Round Up: Local Currency - 1 Other Charges - 0.1 Tunisia Tunisian Dinar TND ROE:2.918174 Note -Round Up: Local Currency - 0.5 Other Charges - 0.5 Turkey Turkish Lira TRY ROE: 5.715780 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Turkmenistan TMT ROE:3.500000 New Manat Note D Round Up: Local Currency - 1 Other Charges - 0.1 Turks and Caicos Islands US Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Tuvalu Australian Dollar AUD ROE:1.468910 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Uganda US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Ukraine US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 United Arab Emirates (Comprised of Abu Dhabi, Ajman, Dubai, Fujairah, Ras-el-Khaimah, Sharjah, Umm Al Qaiwain) UAE Dirham AED ROE: 3.672750 Note -Round Up: Local Currency - 10 Other Charges - 10 United Kingdom Pound Sterling GBP ROE: 0.818146 Note -Round Up: Local Currency - 1 Other Charges - 0.1 United States USD ROE:1.0 US Dollar Note -Round Up: Local Currency - 1 Other Charges - 0.1 Uruguay US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Uzbekistan **EUR** ROE: .908104 Note E Euro Other Charges - 0.1 Round Up: Local Currency - 1

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Reajustado

**AOR** 

Round Up: Local Currency - 100

Vanuatu VUV ROE:114.140000 Vatu Note -Round Up: Local Currency - 100 Other Charges - 10 Venezuela US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Vietnam US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 Wallis and Futuna Islands XPF ROE:108.365631 CFP Franc Note -Round Up: Local Currency - 100 Other Charges - 10 Yemen, Republic of YER ROE:250.000000 Yemini Rial Note G Round Up: Local Currency - 1 Other Charges - 0.1 zambia US Dollar USD ROE:1.0 Note D Round Up: Local Currency - 1 Other Charges - 0.1 zimbabwe Zimbabwe Dollar USD ROE:1.0 Note -Round Up: Local Currency - 1 Other Charges - 0.1 Notes: International Fares from this country are published in US Dollars. This rate of exchange is to be used solely to convert local currency domestic fares to US Dollars. This will allow combination of domestic fares and international fares from this country on the same ticket and provide a common industry base. International Fares from this country are published in Euro. This rate of exchange is to be used solely to convert local currency domestic fares to Euro. Ε This will allow combination of domestic fares and international fares from this country on the same ticket and provide a common industry base. This rate of exchange is established by Government Order and does not result from the application of Resolution 024c. Local Currency Rounding Table For those countries where fares are expressed in USD and the USD is not the local currency, and when payment is tendered in the local currency, the amounts shall be rounded up to next unit as per the following table, unless otherwise shown: Afghanistan Afghani **AFA** Note -Round Up: Local Currency - 1 Other Charges - 1 Albania Lek ALL Note -Round Up: Local Currency - 1 Other Charges - 1 Angola **KWANZA** Note -Round up: Local Currency - 1000000 Other Changes - 0.1 Kwanza

Note -

Other Charges - 100

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Anguilla EC Dollar **XCD** Note 3 Round Up: Local Currency - 1 Other Charges - 0.1 Antiqua and Barbuda EC Dollar **XCD** Note -Round Up: Local Currency - 1 Other Charges - 0.1 Argentina Argentine Peso Note 1,3 **ARS** Round Up: Local Currency - 1000 Other Charges -1000 Armenia Armenian Dram **AMD** Note -Round Up: Local Currency - 100 Other Charges - 10 Azerbaijan Azerbaijanian Manat AZMNote -Round Up: Local Currency - 100 Other Charges - 10 Bahamas Bahamian Dollar **BSD** Note -Round Up: Local Currency - 1 Other Charges - 0.1 Bangladesh **BDT** Taka Note -Round Up: Local Currency - 1 Other Charges - 1 Barbados Barbados Dollar **BBD** Note -Round Up: Local Currency - 1 Other Charges - 0.1 Belarus Belarussian Ruble **BYB** Note -Round Up: Local Currency - 100 Other Charges - 10 Belize Belize Dollar BZD Note 1 Round Up: Local Currency - 1 Other Charges - 0.1 Bermuda Bermudian Dollar Note 3 Round Up: Local Currency - 1 Other Charges - 0.1 Bolivia Boliviano **BOB** Note 1 Round Up: Local Currency - 1 Other Charges - 0.1 Bosnia and Herzegovina Dinar **BAD** Note -Round Up: Local Currency - 1 Other Charges - 1 Brazil Brazilian Real **BRL** Note 1,2 Round Up: Local Currency - 1 Other Charges - 1 Burundi Burundi Franc BIF Note -Round Up: Local Currency - 10 Other Charges - 5 Bulgaria Lev **BGL** Note -Round Up: Local Currency - 1 Other Charges - 1 Cambodia Riel Note -KHR Round Up: Local Currency - 10 Other Charges - 10 Cape Verde

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Cape Verde Escudo Note -**CVE** Round Up: Local Currency - 100 Other Charges - 100 Cayman Islands Cayman Island Dollar **KYD** Note 3 Round Up: Local Currency - 0.1 Other Charges - 0.1 Chile Chilean Peso CLP Note 1 Round Up: Local Currency - 1 Other Charges - 1 Colombia Colombian Peso COP Note 1 Round Up: Local Currency - 100 Other Charges - 100 Costa Rica Costa Rican Colon **CRC** Note 1 Round Up: Local Currency - 10 Other Charges - 10 Croatia Croatian Kuna HRK Note 3 Round Up: Local Currency - 1 Other Charges - 1 Cuba **CUP** Cuban Peso Note -Round Up: Local Currency - 1 Other Charges - 0.1 Dominica EC Dollar **XCD** Note -Round Up: Local Currency - 1 Other Charges - 0.1 Dominican Republic Dominican Peso DOP Note -Round Up: Local Currency - 1 Other Charges - 0.1 Ecuador Sucre Note 1,3 **ECS** Round Up: Local Currency - 1 Other Charges - 0.1 El Salvador El Salvador Colon **SVC** Note -Round Up: Local Currency - 1 Other Charges - 1 Eritrea Ethiopian Birr **ETB** Note -Round Up: Local Currency - 1 Other Charges - 1 Estonia Kroon **EEK** Note -Other Charges - 0.1 Round Up: Local Currency - 1 Ethiopia Ethiopian Birr **ETB** Note -Round Up: Local Currency - 1 Other Charges - 1 Gambia Dalasi **GMD** Note -Round Up: Local Currency - 1 Other Charges - 0.1 Georgia Lari GEL Note -Round Up: Local Currency - 100 Other Charges - 10 Ghana Cedi **GHC** Note -Round Up: Local Currency - 1 Other Charges - 0.1 Grenada EC Dollar XCD Note -

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Round Up: Local Currency - 1 Other Charges - 0.1 Guatemala Quetzal Note 3 GTQ Round Up: Local Currency - 1 Other Charges - 0.1 Guinea Guinea Franc Note -Round Up: Local Currency - 100 Other Charges - 100 Guyana Guyana Dollar GYD Note -Other Charges - 0.1 Round Up: Local Currency - 1 Haiti Gourde Round Up: Local Currency - 1 Other Charges - 0.5 Honduras Lempira HNL Note 1 Round Up: Local Currency - 1 Other Charges - 0.2 Indonesia Rupiah Note -Round Up: Local Currency - 100 Other Charges - 100 Israel Shekel ILS Note 3 Round Up: Local Currency - 1 Other Charges - 1 Jamaica Jamaican Dollar Note -Round Up: Local Currency - 1 Other Charges - 0.1 Kazakhstan Kazakhstan Tenge KZT Note -Round Up: Local Currency - 1 Other Charges - 0.1 Kenya Kenyan Shilling Note -Round Up: Local Currency - 5 Other Charges - 5 Kyrgyzstan Note -Som KGS Round Up: Local Currency - 1 Other Charges - .1 Laos, People's Democratic Republic of Kip LAK Note -Round Up: Local Currency - 10 Other Charges - 10 Latvia Latvian Lats Note -Round Up: Local Currency - 1 Other Charges - 0.1 Lebanon Lebanese Pound Note -LBP Round Up: Local Currency - 100 Other Charges - 100 Liberia Liberian Dollar LRD Note -Round Up: Local Currency - 100 Other Charges - 100 Lithuania Lithuanian Litas LTL Note -Round Up: Local Currency - 1 Other Charges - 0.1 Macedonia, The Former Yugoslav Republic of Dener MKD Note 3 Round Up: Local Currency - 1 Other Charges - 1 Madagascar

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Malagasy Franc MGF Note -Round Up: Local Currency -1000 Other Charges - 50 Malawi Kwacha MWK Note -Round Up: Local Currency - 1 Other Charges - 0.1 Maldives Rufiyaa Note 1 Round Up: Local Currency - 1 Other Charges - 1 Mexico Mexican Peso MXN Note -Round Up: Local Currency - 1 Other Charges - 1 Moldova, Republic of Moldovan Leu MDL Note -Other Charges - 0.1 Round Up: Local Currency - 1 Mongolia Tugrik Note -Round Up: Local Currency - -Other Charges - -Montserrat Note 3 EC Dollar **XCD** Other Charges - 0.1 Round Up: Local Currency - 1 Nepal Nepalese Rupee **NPR** Note -Round Up: Local Currency - 1 Other Charges - 1 Nicaragua Cordoba Oro NIO Note 1 Round Up: Local Currency - 1 Other Charges - 1 Nigeria Naira NGN Note -Round Up: Local Currency - 1 Other Charges - 0.1 Panama Balboa PAB Note -Round Up: Local Currency - 1 Other Charges - 0.1 Paraguay Guarani PYG Note 1 Round Up: Local Currency - 1000 Other Charges - 1000 Peru Nuevo Sol **PES** Note -Round Up: Local Currency - 0.1 Other Charges - 0.1 Philippines | Philippine Peso Note -Round Up: Local Currency - 1 Other Charges - 1 Poland zloty PLN Note -Round Up: Local Currency - 1 Other Charges - 0.1 Romania ROL Note -Round Up: Local Currency - 1 Other Charges - 1 Russian Federation Belarussian Ruble BYB Note -Round Up: Local Currency - 100 Other Charges - 10 Rwanda Rwanda France **RWF** Note -Round Up: Local Currency - 10 Other Charges - 5 Saint Kitts

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and Nevis EC Dollar XCD Note -Round Up: Local Currency - 1 Other Charges - 0.1 Saint Lucia EC Dollar XCD Note -Round Up: Local Currency - 1 Other Charges - 0.1 Saint Vincent and The Grenadines EC Dollar **XCD** Note -Other Charges - 0.1 Round Up: Local Currency - 1 Sao Tome and Principe Dobra **STD** Note -Round Up: Local Currency - 10 Other Charges - 10 Sierra Leone SLL Leone Note -Round Up: Local Currency - 1 Other Charges - 0.1 Somalia Somali Shilling Note -Other Charges - 1 Round Up: Local Currency - 1 Surinam Surinam Guilder SRG Note -Round Up: Local Currency - 1 Other Charges - 1 Tajikistan Tasik Ruble TJR Note -Round Up: Local Currency - 100 Other Charges - 10 Tanzania, United Republic of Tanzanian Shilling **TZS** Note -Round Up: Local Currency - 10 Other Charges - 10 Trinidad and Tobago Trinidad and Tobago Dollar TTD Note -Round Up: Local Currency - 1 Other Charges - 0.1 Turkey Turkish Lina TRL Note -Round Up: Local Currency - 1000 Other Charges - 100 Turkmenistan Turkmenistan TMM Manat Note -Round Up: Local Currency - 1 Other Charges - 0.1 Uganda Uganda Shilling UGX Note -Round Up: Local Currency - 1 Other Charges - 1 Ukraine Hryvnia UAH Note -Round Up: Local Currency - 1 Other Charges - 0.1 Uruguay Uruguayan Peso UYU Note -1,3Round Up: Local Currency - 100 Other Charges - 100 Uzbekistan Uzbekistan UZS Note -Round Up: Local Currency - 100 Other Charges - 10 Venezuela

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Bolivar Note -

Round Up: Local Currency - 10 Other Charges - 10

Viet Nam

Dong **VND** Note -

Round Up: Local Currency - 1 Other Charges - 1

Yemen, Republic of

Yemeni Rial YER Note -

Round Up: Local Currency - 1 Other Charges - 1

Yugoslavia

New Dinar YUM

Round Up: Local Currency - 1 Other Charges - 1

zaire

New Zaire ZRN Note -

Round Up: Local Currency - 1 Other Charges - 0.05

Zambia

Kwacha **ZMK** Note -

Round Up: Local Currency - 1 Other Charges - 5

Notes:

1. For documents issued in the local currency of this country, refunds shall only be made in this country and in the currency of this country.

Note 4

No rounding is involved, all decimals beyond two 2.

shall be ignored.

3. Rounding of fares and other charges shall be to

the nearest rounding unit.

4. Rounding shall be accomplished by dropping amounts of 50 paras and less and increasing amounts of more than 50 paras to the next higher New Dinar.

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#### Rule 200 Children's and Infants' Fares

fare component.

Note 1: As used herein, "adult" shall mean someone at least 12 years of age.

Note 2: The provisions/percentages in paragraphs (a), (B), (c) and (d) of this rule apply only to the extent provided/specified in the applicable fare rule making reference to this rule.

- (A) Accompanied children (infant(s)) under two year of age(1) When accompanied by an adult passenger, children
- who are less than two years of age and not occupying an individual seat will be assessed 10 percent of the applicable adult fare. Age limits Age limits referred to in this rule shall be those in effect on the date of commencement of travel. However, infants who will reach their second birthday during the journey will, in accordance with safety regulations, be required to occupy a seat, paying the child's or lowest applicable fare in accordance with paragraph (E) below, for those sectors to be traveled after reaching two years of age. When a separate seat is requested or required on a portion of the itinerary, combination of an infant no-seat fare(s) and an infant booked seat fare(s) or child's fare(s) is
  - (2) 75 percent of the applicable adult fare for children under two years of age occupying individual seats or children in excess of one accompanying an adult passenger unless otherwise specified in the fare rule.

permitted within an itinerary but not within a

- (B) Accompanied children two years of age or over, but under 12 When accompanied by an adult passenger the fare for children who have reached their second birthday but have not reached their twelfth birthday on the date of commencement of their outward journey, will be 75 percent of the applicable adult fare unless otherwise specified in the fare rule.
- (C) Unaccompanied children under twelve years of age (see also Rule 24 (c)) Children who meet the requirements for travelling unaccompanied, as outlined in Rule 24 (c) Carriage of unaccompanied minors, will be assessed 75 percent of the adult fare for which their itinerary qualifies unless otherwise specified in

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the fare rule.

assessed.

If a child is unaccompanied on only a portion of Note: the journey, the applicable children's discount shall be assessed on fare components where the child is accompanied, and 100 percent of the adult fare shall be assessed on fare components where the child is unaccompanied. Any fare component that is comprised of partially accompanied and partially unaccompanied travel will be considered to be unaccompanied and 100 percent of the full adult fare shall be

> Exception: Unaccompanied children under five years of age on the date of commencement of their outward journey will not be accepted for carriage via LX.

Other conditions for accompanied/unaccompanied children (D)

Unless otherwise specified in an applicable fare rule, children's and infants' discounts apply to any charge or surcharge and any cancellation or refund fee. Exception: Children's and infants' discounts will

not apply to security surcharges, if any.

(2) "Adult passenger" as used herein, shall mean a passenger 12 years of age and older.

When Rule 200 is not applicable to a fare, as (3) indicated in paragraph (g) of a fare-rule, the full adult fare will apply instead of the discounted fares stated in this rule; provided that the passenger qualifies for such airfare in accordance with the other provisions of the fare-rule. When the application of Rule 200 is modified by the applicable fare-rule in paragraph (g), that modification will be applicable to unaccompanied as well as accompanied children in Rule 200; for example, when the exception for children (2 through 11 years old) is given as 67 percent, the "percent of the applicable adult fare" in Rule 200 paragraphs (B)(c) and (d) will be 67 percent instead of the 50 percent shown in Rule 200, and infants (under 2 years old) paying the children's fare as in paragraph (a)(2) of rule 200 will pay 67 percent, not 50 percent, of the applicable adult fare.

For each unaccompanied child between the ages of 5 (4) through 11 years of age inclusive there will be a service charge for extra handling services. This

charge is per flight/sector as follows:

Sector/flights CAD/USD CHF EUR Domestic flights (within 40 50 60

Switzerland)

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European flights	70	60	90
Intercontinental flights	120	100	150
Onward connection on other	50	40	60
airline within same country			
(e.g. BKK-TG-HKT)			
Sector/flights	CHF	EUR	CAD/USD
Onward connection on other	50	40	60
airline within same continent			
(e.g. BKK-TG-SIN)			
Onward connection on other	100	80	120
airline between two different			
continents (e.g. BKK-TG-SYD)			

For example a YUL-ZRH-ROM will be charged at a total of CAD 210

i.e. YUL-ZRH CAD 150 plus ZRH-ROM CAD 90. A YUL-ZRH-TLV will be charged at a total of CAD 300

i.e. YUL-ZRH CAD 150 plus ZRH-TLV CAD 150. The fee is charged per unaccompanied child separately and not per party of unaccompanied children travelling together.

The charge will be collected by means of an electronic miscellaneous document (EMD) made payable to LX.

(5) When requested, extra handling services will be provided for unaccompanied children between the ages of 12 through 18 inclusive as outlined in (4) above.

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Rule 201 car-type infant/child seat devices

An adult traveling with an infant/child may, at his/her discretion, reserve an adjacent seat for the purpose of the installation of a car-type infant seat subject to the following conditions:

- (A) A regular passenger seat must be booked for the infant at the applicable child fare.
- (B) The device must be provided by the adult travelling with the infant. Only officially certified car-type seats with shoulder belts and with appropriate labels will be accepted. It is the responsibility of the accompanying adult passenger to ensure that the car seat is fit for transportation.
- (C) The construction of the device must allow secure lashing with the cabin seat belt and may not hamper reclining of the seat in front. The device must be lashed before departure and remain that way until arrival.
- (D) The device may be used for infants and children up to 12 years old as long as the maximum weight is less than 27 kgs and the bottom of the seat does not exceed 40 CM X 40 CM in order to allow installation on all cabin seats.
- (E) It is the responsibility of the adult travelling with the infant/child to secure the device on the aircraft window seat adjacent to his/her seat according to the instructions of the manufacturer for its proper use (in particular, facing forward or facing backward). It may not be located:
  - (1) In an emergency row, or
  - (2) In a seat which would prevent access to emergency or safety equipment.
  - (3) The device must be located by the window and it must be adjacent to the seat of the accompanying adult.
- (F) The accompanying adult must be familiar with the proper method of securing and releasing the infant/child to and from the device.
- (G) Transportation of one car-type infant/child seat devices as checked baggage is permitted free of charge.

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#### Rule 201 Car-Type Infant/Child Seat Devices

(A) General agents and general sales agents: A general agent, or a general sales agent, duly appointed by any one of the participating carriers, and officials and employees (including members of their immediate families) of such a general agency, will be allowed free or reduced fare transportation over the lines of one or more of the carriers so represented by the agent, under the following conditions:

When transportation is for the purpose of carrier's business: Transportation will be issued free of charge to the general agent, general agency officials and employees when such transportation is on the carrier's business;

(2) when transportation is for the purpose of vacation: Transportation will be issued free of charge to the general agent or to general agency officials or employees (including members of their immediate families) by the carriers when transportation is for the purpose of personal vacation of the general agent or an official or employee of a general agency, but not to exceed one trip per person per calendar year.

Eligibility: To be eligible for the reductions (3) specified above, the general agent, the official or employee of the general agency must devote all, or substantially all, of his time to the business of the carrier; and with respect to sub-paragraph (2) above, the appointment of the general agency must have been in effect continuously for at least 12 months prior to the commencement of the reduced fare transportation.

Application for fare reductions: In order to obtain the above fare reductions, application must be made in writing by the general agent or a senior official of the general agency to the carrier which is to furnish the transportation. Transportation will not be issued until approval has been given by an authorized official of the carrier which is furnishing the transportation. Exception: (Applicable to/from Canada only.) The

free and/or reduced fare transportation specified above is not applicable to carriage solely between points in Canada on the one hand and points in continental U.S.A. or Alaska

on the other.

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(B) Passenger sales agents located outside the United states

- (1) Application: Owners, officers, directors and employees of an authorized passenger sales agency of the carrier, will be allowed transportation over the lines of each such carrier on the following basis:
  - (a) Reduced fare transportation at twenty-five (25) percent of the applicable fare;
  - (b) Not more than two trips per calendar year per authorized agency office location;
  - (c) The outward portion of travel must be commenced during the calendar year in which the ticket is issued, and all travel must be completed within three (3) months from date of issuance;
  - (d) Owners, officers, directors or employees of the passenger sales agency may pool the total number of tickets which carrier will grant pursuant to subparagraphs (a) and (B) above within each country.
- (2) Spouses: The spouse of a person eligible under paragraph (B)(1) Will be allowed:
  - (a) Reduced fare transportation at 50 percent of the applicable fare:
  - (b) Not more than one trip per calendar year for each spouse via each carrier;
  - (c) The spouse must accompany the eligible person on the same aircraft to the point of turnaround.
- (3) Eligibility:
  - (a) Reduced fare transportation will be granted provided that the agent has been on the IATA and/or carrier approved list of agents continuously for at least one year immediately prior to the issuance of the transportation.
  - (b) The reduced fare transportation will be granted whether or not there is a standard IATA sales agency agreement between each carrier participating in the transportation and the agent; provided that a standard IATA sales agency agreement exists between the carrier issuing the ticket and the agent.
- (4) Application for transportation: In order to obtain the foregoing transportation, application shall be made in writing to the carrier which is to issue the ticket by a responsible official of the passenger sales agency. Such application shall include the point of origin, stopover points, point of destination, carrier and flight to be used on each portion of the transportation and dates of travel.

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(C) Passenger sales agents located in the United States

(1) Application: Owners, officers, directors and employees of an authorized passenger sales agency of the carriers will be allowed transportation over the lines of such carriers on the following basis:

- (a) Reduced fare transportation at twenty-five (25) Percent of the applicable fare;
- (b) Not more than two trips per calendar year for each qualified person at each approved location will be permitted provided that no carrier will honor more than two such reduced fare tickets per approved location per calendar year; provided further the carrier may pool among the qualified personnel of the agent the total number of tickets which the carrier is entitled to grant within the United States;
- (c) The outward portion of travel must be commenced during the calendar year in which the ticket is issued, and all travel shall be completed within three months from the date of issuance of ticket;
- (d) Owners, officers, directors or employees of the passenger sales agency may pool the total number of tickets which carrier(s) will grant pursuant to subparagraphs (a) and (B) above, within the United States.
- (2) Spouses: The spouse of a person eligible under paragraph (1) above will be allowed:
  - (a) Reduced fare transportation at 50 percent of the applicable fare;
  - (b) Not more than one trip per calendar year for each spouse via each carrier:
  - (c) The spouse must accompany the eligible person on the same aircraft to the point of turnaround.
- (3) Eligibility:
  - (a) Reduced fare transportation will be granted by the carrier(s) as indicated above provided the agent has been on the IATA and/or carrier approved list of agents continuously for at least one year immediately prior to the date of application for such reduced fare transportation and provided the passenger has been in the service of the agent continuously and without interruption for a period of not less than one year immediately prior to the date of application for such reduced fare transportation.

Exception: A person previously eligible for reduced rate transportation in

Carrier: Swiss - LX

the employ of another approved location or agent, may be granted such transportation after three months service with another approved location or agent provided the new employment is taken up immediately on termination of the old.

- (b) The reduced fare transportation will be granted whether or not there is a standard IATA sales agency agreement between each carrier participating in the transportation and the agent; provided that a standard IATA sales agency agreement exists between the carrier issuing the ticket and the agent.
- (4) Application
  - (a) On or before December 1 of each year, passenger sales agents desiring to establish eligibility for the foregoing transportation for the next calendar year shall submit the names of agency personnel eligible or to become eligible during the subsequent calendar year for reduced fare transportation to the secretary, traffic conference 1 of the International Air Transport Association.
  - (b) The secretary of traffic conference 1 shall furnish each agent with one educational travel development trip authorization for each permissible trip.
  - (c) In order to obtain the foregoing transportation application shall be made in writing to the carrier which is to issue the ticket by a responsible official of the passenger sales agency, and countersigned by the person(s) who will make the trip(s). Such application shall be accompanied by the trip authorization as received in (3)(B) Above and must be received by the carrier at least 14 days prior to commencement of travel.
- (D) Cargo sales agents located outside the United States and Canada
  - (1) Application
    Sole proprietors, partners, officers,
    directors and employees of an authorized cargo
    sales agency of the carrier will be allowed
    international transportation over the lines of
    each such carrier on the following basis:
    - (a) Reduced fare transportation at 25 percent of the applicable fare. Not more than two (2) Tickets per calendar year for each agent

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registered for a specific country; provided that a maximum of forty (40) Additional tickets may be issued per calendar year for each registered agent for a specific country as follows: two tickets may be issued for each 100 percent of commissionable sales or part thereof over and above the national average for the specific country in which the agent is registered.

- (b) The outward portion of travel must be commenced during the calendar year in which the ticket is issued, and all travel must be completed within 3 months from date of issuance.
- (c) Sole proprietors, partners, officers, directors and employees of the cargo sales agency may pool the total number of tickets which carrier will grant pursuant to subparagraph (a) and (B) above within each country.

(2) Eligibility

- (a) Reduced fare transportation will be granted provided that the agent has been on the IATA approved list of agents.
- (b) Reduced fare transportation may also be granted to the spouse of such eligible agent traveling provided that:
  - (i) The spouse travels together with the eligible person from the point of origin to the point of destination (in the case of one-way trips) or to the point of turnaround (in the case of Round Trips) Or to the highest rated point (in the case of Circle Trips).
  - (ii) The discount granted is no greater than 50 percent of the applicable fare, and in no event shall such spouse receive more than one ticket per year.
  - more than one ticket per year.

    (iii) The transportation shall not be charged against the agency's annual allotment noted under (d)(1)(B) above.
- (c) The reduced fare transportation will be granted whether or not there is a standard IATA cargo agency agreement between each carrier participating in the transportation and the agent, provided that a standard IATA cargo agency agreement exists between the carrier issuing the ticket and the agent.
- (3) Application for transportation
  In order to obtain
  the foregoing transportation, application shall be
  made in writing to the carrier which is to issue
  the ticket by an owner or officer of the cargo

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sales agency. Such application shall include the point of origin, stopover points, point of destination, carrier and flight to be used on each portion of the transportation, and dates of travel.

(4) Additional free and reduced fare transportation

- Attendance at official IATA/FIATA meetings Reduced fare international transportation at 25 percent of the applicable fare to and from the point where the meeting is being held will be provided by carrier to the person who represents FIATA in an official capacity at such meeting. This reduced fare transportation will be in addition to that provided in (1) above. In order to obtain the transportation, application shall be made in writing to the carrier. The agent shall attach to the application a certification by the director of the air freight institute of FIATA that the person is attending such meeting as an official representative of FIATA, showing the date, place and purpose of such meeting.
- (b) Training courses for cargo agents carriers may individually or jointly provide programmed cargo training courses for instructions of employees or their cargo

agents:

- Transportation: Carrier(s) providing (1)the training will grant free transportation to the individual(s) to be trained on its own services between the individual's domicile and the training location. If the organizing carrier cannot provide the transportation within the time limits specified below, he may reroute the passenger on the services of another carrier, or if no air services are available, by surface transportation. The organizing carrier may absorb the surface and/or off-line air transportation provided it does not exceed the value of the normal economy class fare, and provided further that where air transportation over the services of another carrier is used, such carrier may absorb the cost of such transportation.
- (2) Arrival and departure: The employee to be trained must reach the airport of the specified training location not more than 24 hours prior to the commencement

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of a full time training course, except that if the employee's journey exceeds 4,000 miles he must reach the specified training location airport not more than 48 hours prior to commencement of the course. The return journey must commence within 24 hours after completion of the course.

- (3) Stopovers: Stopovers are permitted only on the return journey provided the agent pays 25 percent of the applicable fare for the portion of transportation from the first stopover point to the last point of departure of the outward journey.
- (4) All cargo carriers: The organizing carrier may grant to an active all cargo carrier the same free transportation specified in (B)(1) above for the purpose of providing instructions to such all cargo carrier's agents.
- (5) Size of group eligibility of trainees:
  - (i) The instruction must be a full-time training course for a minimum of eight trainees. The employees to be trained must have been employed by an IATA and/or carrier appointed cargo agent for not less than three consecutive months prior to date of commencement of travel and, further, the agent with whom they are employed must have been an IATA and/or carrier appointed cargo agent.
  - (ii) If at any time prior to commencement of travel there is a change affecting the eligibility of the IATA and/or carrier appointed cargo agent or person selected for travel (i.e., the agent comes under notice of default or the person selected leaves the employ of the agent), the agent shall immediately so notify the issuing carrier to whom it shall also immediately return the ticket; provided that the carrier shall be responsible for cancelling the free or reduced fare transportation only if it knows or reasonably should have known of the changed eligibility.
  - (iii) Notwithstanding subparagraph (i) above, in the event that pursuant

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to subparagraph (ii) above a group organized in accordance with this rule is reduced to less than eight persons, the remaining members of the group shall be permitted to travel.

- (6) Duration daily instructions:
  The duration of the training course shall be not less than three nor more than five consecutive days on each of which there shall be not less than six hours of instruction per day. This may include instruction conducted at the carrier's cargo terminal facilities at the specified training location.
- (7) Program names of trainees:
  A copy of the course program outlining the syllabus, the training location, the commencement and termination dates of the course, the names of the trainees attending each course and names of such trainees' employers shall be retained by the organizing carrier for 12 months subsequent to the date of commencement of the course.
- (8) Absorption of expenses: Carrier(s) will arrange and pay for the expenses of such persons attending the training course as follows:
  - (i) At the point of instructions:
    Hotel and meal expenses, local
    taxes, ground transportation
    between the destination airport and
    the hotel and between the hotel and
    the specified training location,
    also, between the specified
    training location/hotel/cargo
    terminal facilities, and
    entertainment.
  - (ii) en route: Hotel and meal expenses, ground transportation, airport service charges and transit taxes.
- (9) Special one-day courses: carriers may also establish special one-day courses which shall be subject to the above provisions except that:
  - (i) There shall be not less than four hours of instructions; and
  - (ii) That the absorption of expenses shall be limited to the day of instructions; provided that where the arrival/departure does not permit the use of the carriers' own

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services on the same day, expenses may also be absorbed for one night.

(E) Cargo sales agents located in the United States or Canada

- (1) Application: Sole proprietors, partners, officers, directors and sales/traffic management employees of an authorized cargo sales agency of the carriers will be allowed international reduced fare transportation at 25 percent of the applicable fare over the lines of such carriers on the following basis:
  - (a) Not more than two trips per calendar year for each registered agent; provided that a maximum of forty (40 additional tickets may be issued per calendar year for each registered agent as follows: six (6) Tickets may be issued for each 100 percent of commissionable sales or part thereof over and above the national average.
  - (b) The outward portion of travel must be commenced during the calendar year in which the ticket is issued and all travel must be completed within three months from date of issuance;
  - (c) Sole proprietors, partners, officers, directors and sales/traffic management employees of the cargo sales agency may pool the total number of tickets which carrier(s) will grant pursuant to subparagraphs (a) and (b) above, within each country.

(2) Eligibility

- (a) Reduced fare transportation will be granted provided that the agent has been on the IATA approved list of agents;
- (b) Reduced fare transportation may also be granted to the spouse of such eligible agent traveling provided that;
  - (i) The spouse travels together with the eligible person from the point of origin to the point of destination (in the case of one-way trips) or to the point of turnaround (in the case of Round Trips) Or to the highest rated point (in the case of Circle Trips).
  - (ii) The discount granted is no greater than 50 percent of the applicable fare and in no event shall such spouse receive more than one ticket per year.
  - (iii) The transportation shall not be charged against the agency's annual allotment noted under (1)(a) above.

Tariff: LX1 - CTA No. 496 DOT No. 782 Carrier: Swiss - LX

(3) Application for transportation

(a) The secretary of traffic conference 1 shall furnish each cargo sales agent with two educational and market development trip authorizations for each approved location.

(b) In order to obtain the foregoing transportation, application shall be made in writing to the carrier which is to issue the ticket by an owner or officer of the cargo sales agency. Such application, together with an educational and market development trip authorization, must be received by the carrier at least 14 days prior to commencement of travel.

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#### Rule 205 Free and Reduced Rate Transportation for Agents

(A) General Subject to the provisions and conditions of this rule, an individual (hereinafter called "tour conductor") Will be carried by the participating air carriers at the appropriate fare reduction from the applicable adult air fare effective between the points and via the routing to be used by the tour conductor.

(B) Definitions: as used herein

- (1) The term "initial carrier" means the carrier performing the initial transportation under the tour itinerary or the carrier selling and issuing the transportation on behalf of the carrier(s) participating in the tour itinerary. The initial carrier shall determine whether the group traveling hereunder qualifies in accordance with this rule and whether tour conductor's transportation at free or reduced fares may be issued in accordance herewith.
- (2) The term "travel agent" means an agent duly appointed by the carrier to sell air passenger transportation over its lines.
- (3) The term "travel organizer" means a person who, with the approval and consent of the carrier, organizes and arranges an advertised group tour for a group of passengers.
- The term "advertised group tour" means a tour involving a round or Circle Trip, in whole or in part on the lines of one or more carriers which is advertised and described, including descriptive copy covering hotel accommodations and other facilities and attractions available at stopover point included in the tour in literature circulated for the purpose of of the promoting the sale tour. The cost of the advertised group tour must be paid in full prior to commencement of travel. However, special groups such as amateur or professional groups whose principal purpose of travel is to appear in specific engagements before the public do not qualify for the advertised group tour as defined herein.
- (5) The term "tour conductor" means an individual who is in charge of or guides the advertised group tour in person, and accompanies a group of passengers traveling together on an advertised group tour over all or a portion of their

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itinerary for the purpose of supervising the travel arrangements of and guiding the group.

- (6) The term "passenger" means a passenger paying the adult fare or the equivalent of one adult fare, such as two half fares.
- (7) The term "free or reduced fare transportation" means transportation issued to a tour conductor free or at the reduced fare according to this rule.
- (8) The term "Round Trip" and "Circle Trip" shall include transportation partly by air and partly by surface means.
- (C) Number of booked passengers required for tour conductor transportation Where the group of passengers on the advertised tour, whose passage has been booked and fully paid for, consists of:
  - (1) Fifteen (15) or more passengers, one free passage for a tour conductor will be issued for each 15 passengers in the group.
  - (2) Not less than ten (10) nor more than fourteen (14) passengers, a reduction of fifty percent (50%) of the fare will be granted for the tour conductor.
- (D) Application for and issuance of transportation:
  - (1) Transportation will not be issued to tour conductors unless application is made in writing by the travel agent or the travel organizer to the initial carrier accompanied by a sample or facsimile of all matter advertising the tour. Such written application shall designate the name of the tour conductor. Written application must be directed to the office of the initial carrier which will arrange the transportation and must also include a description of the purpose itinerary of the group with all pertinent information describing the group if not fully set forth in the advertising matter submitted.
    - (2) The passengers included in the tour must travel as an organized touring group, and for that purpose the initial carrier must approve the itinerary of the various passengers forming the group and coordinate their transportation under the advertised group tour. All members of the group shall with respect to the air portion of the tour, transportation on the same airplane and shall:
      - (a) If Round Trip passengers, travel together to the point of turnaround;
      - (b) If Circle Trip passengers, travel together to the first point of stopover;

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Exception:

provided that where lack of seating accommodation or where other operating conditions prevent passengers from commencing transportation on the flight scheduled, the carrier will transport some members of the group on the next preceding or succeeding flight on which space is available or on such flight of another carrier.

Where passengers are transported over the lines of one or more carriers from more than one departure point within a country to an assembly point for the purpose of an advertised group tour, the passengers will be considered to be traveling together and the tour conductor will be accorded free or reduced fare transportation between his departure point and the assembly point, subject to the following conditions.

- (1) The tour conductor and all passengers travel together from the assembly point to the point of turnaround, if a Round Trip, or to the first point of stopover if a Circle Trip;
- (2) All such passengers and the tour conductor travel between the departure points and the assembly point within a period of seven days prior to the scheduled departure of the entire group from the assembly point;
- (3) At least one passenger of the group travels from the same departure point as the tour conductor to the assembly point on the services of the carrier transporting the tour conductor;
- Where the total number of (4) passengers traveling between one or more departure points and the assembly point is 10 or more, but less than 15, the tour conductor will receive a reduction of 50 percent of the applicable fare. and where the total number of passengers traveling between one or more departure points and the assembly point is 15 or more one free transportation passage for a tour conductor will be issued for each 15 passengers; provided that:

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(a) If the tour conductor travels from a departure point to the assembly point on the services of the carrier transporting the group from the assembly point onwards the qualifying number of passengers referred to above may travel from the departure points to the assembly point on the services of any carrier, subject to the provision of (c) above.

(b) If the tour conductor travels from a departure point to the assembly point on the services of a carrier who does not transport the group from the assembly point onwards, the qualifying number of passengers referred to above shall all travel from the departure points to the assembly point on the services of such carrier, subject to the provision of (c) above.

- (5) Upon determination that the application meets the requirements of this rule, the initial carrier will advise the agent or organizer that the tour conductor's transportation either free or at the reduced fare, as the case may be - will be issued by each carrier in the itinerary, and the initial carrier will notify each carrier which has indicated that it will participate. In cases where two or more carriers may have arrangements between them for the issuance of tour conductors' transportation, the initial carrier will issue such transportation on all such carriers.
- (6) In obtaining approval to accept free or reduced fare transportation of a tour conductor as provided herein, written authorization must be given by one of the authorized officials of the carrier(s) Furnishing the transportation.

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(E) Baggage, meals and transfers:
Free baggage allowance for a tour conductor will be the same as if he were traveling at the normal adult fare. The reduction for a tour conductor is applicable only to air transportation and will include meals, hotel accommodations, and ground transfers only where included in the normal air fare. In no case will the reduction apply to any other charges or services, such as charges for excess baggage.

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# Rule 500 Passengers on Stretchers

Passengers traveling on a stretcher will be accepted for transportation subject to Rule 25 (refusal to transport) Herein, provided advance arrangements are made and space and appropriate equipment for mounting within the aircraft are available; and subject to the conditions and charges indicated provided that:

(1) The cost of ambulances, hospitalization and other ground expenses will be borne by the passenger occupying the stretcher.

(2) Except as otherwise provided, the normal free baggage allowance will apply to each fare paid.

(3) Carrier will carry an incapacitated passenger on a stretcher provided such passenger is accompanied by at least one able-bodied attendant (at least 18 years of age) who shall care for the stretcher passenger during the trip. The one-way charge for the stretcher will be five adult normal economy one-way fares. The stretcher passenger and the compulsory accompanying attendant will be charged any applicable y-cl fare subject to its respective conditions. Where interline travel is involved, the fare must be broken at the point of interchange and the applicable fare for each carriers sectors shall be applied.

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# Rule 550 Passengers Occupying Two Seats

Individual passengers may require adjacent, unoccupied, extra seats for reasons of comfort. Such extra seat, if available, must be reserved and paid for prior to commencement of travel.

The charge for the extra seat on a totally online journey, where the extra seat is required throughout, will be the same fare as paid by the passenger for the original seat. On other journeys, the local one-way sector fare for the class of service used will be charged.

Applicable one-way thoroughfares may be used to compute extra-seat charges for continuous online portions; however, using thoroughfares to construct such charges on interlined journeys will require acceptance by the interline carrier(s).

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Rule 600 Attendant Accompanying Air Cargo Shipments

Subject to advance arrangements, carrier will transport attendants and their personal baggage on all cargo aircraft or in the cargo compartment of a mixed cargo-passenger aircraft for the purpose of accompanying consignments when necessary for the protection of the consignment, other cargo, the aircraft or its crew. Such transportation of attendants will be assessed the fares applicable to such transportation and will be subject to the rules and other provisions governing such fares.

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