

CTA(A) WS2

# WestJet Domestic Tariff

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**WESTJET** 

# General Rules - Applicable to the Transportation of Passengers and Baggage Between Points in Canada

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# Part I – General Tariff Information

## Explanation of Abbreviations, Reference Marks and Symbols

CTA Denotes Canadian Transportation Agency

IATA Denotes International Air Transport Association

ICAO Denotes International Civil Aviation Organization

Incl. Denotes Included

N/A Denotes Not Applicable

## Rule 1: Definitions

“\$” means Canadian dollars;

“Act” means the *Canada Transportation Act*;

“Affected Flight” means the Flight involved in a schedule irregularity;

“Air Crew” means the Flight Crew and one or more persons who, under the authority of the Carrier, perform in-Flight duties in the passenger cabin of an aircraft of the Carrier;

“Air Transportation Contract” means with respect to a Domestic Transportation, a contract entered into between the Passenger and the Carrier for the provision of a Flight to the Passenger and/or goods in the form of a Reservation and confirming itinerary issued by the Carrier;

“Alternate Transportation” means:

- a. Another Flight (or Flights) on the services of the same carrier or a Flight (or Flights) on the services of another carrier; or
- b. A substitute form of travel, including travel via train, bus or boat;

“APPR” means, the *Air Passenger Protection Regulations*, SOR/2019-150 and SOR/2022-134;

“Attendant” means a support person who is 18 years of age or older who is capable of, and needed to provide assistance to, a person with a Disability who, because of the nature of their Disability, requires assistance (after departure and before arrival) with eating meals, taking medication, using the toilet, transferring to and from a passenger seat, orientation or communication, or physical assistance in the event of an emergency, including in the event of an evacuation or decompression;

“Baggage” means any good that:

- a. Is acceptable for carriage by the Carrier;
- b. Is appropriately packed in a container acceptable to the Carrier; and
- c. Unless otherwise specified, includes both checked and unchecked baggage of the Passenger.

“Baggage Identification Tag” or “Baggage Tag” means a document issued by the Carrier solely for identification of Checked Baggage, part of which is given to the Passenger as a receipt for the Passenger’s Checked Baggage and the remaining part is attached by the Carrier onto a particular piece of the Passenger’s Checked Baggage;

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

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

“Barrier” means anything, including anything physical, architectural, technological or attitudinal, anything that is based on information or communications or anything that is the result of a policy or a practice – that hinders the full and equal participation in society of persons with disabilities, including a physical, mental, intellectual, cognitive, learning, communication or sensory Disability or a functional limitation;

“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 before the Passenger being permitted on the aircraft. This may be referred to as the gate area;

“Boarding Pass” includes either a paper document or an electronic document issued by the Carrier to the Passenger and serves as a record that the Passenger has Checked in for their Flight and, when it shows a seat assignment, it permits a Passenger to board a particular Flight;

“Boarding Cut-Off Time” is the time limit specified by the Carrier by which the Passenger must be present at the designated Boarding Area of their Flight;

“Carrier” means, as applicable, Westjet and/or Westjet Encore Ltd.;

“Carrier’s Passenger Liability” means the responsibility owed by the Carrier to a Passenger or other person in respect of a Passenger, arising from the Carrier’s operation, ownership or possession of an aircraft;

“Checked Baggage” means Baggage of which the Carrier takes custody and for which the Carrier issues a Baggage identification tag;

“Check-in Cut-Off Time” is the time limit specified by the Carrier by which the Passenger must have completed check-in formalities and received a Boarding Pass.

“Child” is a Passenger under the age of 12 years;

“Code-share” means a marketing arrangement in which two or more carriers (the marketing or contracting carrier(s)) sell seats using their own airline code on a Flight that the other operates (the operating or actual carrier);

“Contact Centre” means the call centre office used by the Carrier to handle telephone calls, emails or social media messages from the public;

“Controllable but required for Safety Purposes” means, when used in reference to flight delays, cancellations, diversions or a Denial of Boarding, a factor considered to be within the Carrier's control but legally required to reduce risk to passengers, excluding scheduled maintenance;

“Convention” means the Convention for the unification of certain rules relating to international carriage by air, [signed at Warsaw, 12 October 1929](#), or that Convention as amended by the Hague protocol, 1955, or the [Montreal Convention](#) signed in Montreal on 28 May 1999 whichever may be applicable to carriage hereunder;

“Conjunction Ticket” means a Ticket issued to a Passenger concurrently with another Ticket(s) which together constitute a single contract of carriage;

“Denial of Boarding” means, when a carrier is unable to permit a passenger to occupy a seat on board a flight because the number of seats that may be occupied on the flight is less than the number of passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation and are present at the boarding gate at the required boarding time;

“Disability” means any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment — or a functional limitation — whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person's full and equal participation in society;



“Destination” means the ultimate stopping place according to the contract of carriage, as shown on the Ticket;

“Domestic Transportation” means air transportation between points in Canada;

"Down Line Carrier" means any carrier, other than the Selecting Carrier, who is identified as providing interline transportation to the Passenger by virtue of the Passenger's Ticket;

“Event of Force Majeure” means an event, the cause or causes of which are not attributable to the willful misconduct or negligence of the Carrier, including, but not limited to (i) earthquake, flood, hurricane, explosion, fire, storm, inclement weather or other meteorological conditions or natural disasters that make the safe operation of an aircraft impossible, or the actions or instructions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or customs and immigration officials, epidemic, other acts of God or public enemies, war or political instability, national emergency, sabotage, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances and illegal acts, a NOTAM (as defined in subsection 101.01(1) of the Canadian Aviation Regulations), a security threat, airport operation issues, medical emergencies, a labour disruption within the carrier or within an essential service provider such as an airport or an air navigation service provider (ii) issues or interruptions of flying facilities, navigational aids or other services, (iii) any laws, rules, proclamations, regulations, orders, declarations, interruptions, instructions or requirements of or interference by any government or governmental agency or official thereof or from a person responsible for airport security, (iv) inability to procure materials, accessories, equipment or parts from suppliers, mechanical failure or manufacturing defect in an aircraft that reduces the safety of passengers and that was identified by the manufacturer of the aircraft concerned or by a competent authority, damage,

destruction or loss of use of an aircraft, collision with wildlife, confiscation, nationalization, seizure, detention, theft or hijacking of an aircraft, or (v) any other cause or circumstances whether similar or dissimilar, seen or unforeseen, which the Carrier is unable to overcome by the exercise of reasonable diligence and at a reasonable cost;

“Fare” means the rate charged to a Passenger in respect of a Flight;

“Fare Type” refers to one of the tiered Fares that set forth the applicable goods and services purchased by the Passenger;

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

“Flight” means the movement of an aircraft with Passengers and/or goods from the point of take-off at the Origin to a point or points of landing thereafter, inclusive of the point of landing at the Destination;

“Flight Crew” means one or more members of the Air Crew assigned to act as pilot, co-pilot, or flight engineer of an aircraft during flight time.

“Flight Coupon” means that portion of the Ticket which is either held electronically in the Carrier’s database or on paper when a paper Ticket is issued to a Passenger. It indicates the particular points between which the Passenger has contracted for transportation;

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

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

“Infant” means a Passenger under the age of 2 years;

"Interline Agreement" refers to an agreement between two or more carriers to coordinate 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 CTA's approach provided the Origin or the ultimate Ticketed Destination is a point in Canada;

“Involuntary Refunds” means a refund of an unused Ticket or portion thereof as required by the Carrier through no fault of the Passenger;

“Itinerary/Receipt” means a travel document or documents the Carrier or its agent issues to the Passenger travelling on a Ticket. The Itinerary/Receipt contains the Passenger's name, Flight information and notices relevant for the journey. This document is to be retained by the Passenger during the entire journey;

"Marketing Carrier" or "Contracting Carrier" means a carrier that sells seats using its own airline code for a flight that another carrier operates (the operating or actual carrier);

“Minor” means a Passenger under the age of 18 years;

“Mobility aid” means any manual or electric wheelchair, scooter, boarding chair, Walker, cane, crutch, prosthesis or other aid that is specifically designed to assist a person with a Disability with a need related to mobility;

“No Show” show means a Passenger who:

- (a) fails to check in for a flight before the check in cut-off times;
- (b) fails to arrive at a departure gate before the boarding cut-off time; or
- (c) does not initiate, and is not approved for, a same-day change before the flight departure.

“Non-Public Fares” means a Fare that is not available to the general public on the Carrier’s website or other booking mechanisms;

“Origin” means the initial starting place of the journey as shown on the Ticket;

“Overbooking/Oversold” is the result of selling more seats than the available number of seats on a Flight;

"Operating Carrier" or "Actual Carrier" means the carrier that operates the actual Flight;

"Participating Carrier(s)" includes both the Selecting Carrier and Down Line carriers who have been identified as providing interline transportation to the Passenger by virtue of the Passenger’s Ticket;

“Passenger” means any person, except members of the Air Crew, carried or to be carried in an aircraft with the consent of the Carrier pursuant to a valid contract of carriage;

“Person” means an individual, firm, corporation, association, partnership, or other legal entity, as the context requires or otherwise permits;

“Personal information” means information about an identifiable individual;

“Reservation” is a record of the accommodation held by a Passenger on a given Flight. The Reservation would specify the date and times of travel, Flight number and the Fare Type purchased by the Passenger;

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

“Routing” establishes the possible points via which travel may take place for a specific Fare;

"Selecting Carrier" means the carrier whose designator code is identified on the first Flight segment of the Passenger's Ticket at the beginning of an interline itinerary issued on a single Ticket whose Origin or ultimate Destination is in Canada;

“Self-reliant” means that a person does not require services related to a Disability beyond that normally provided by the Carrier, or beyond that which applicable rules or regulations require the Carrier to provide;

“Service Dog” means a dog that has been individually trained by an organization or person specializing in Service Dog training to perform a task to assist a person with a Disability with a need related to their Disability.

"Single Ticket" means a document that permits travel from Origin to Destination. It may include interline/Code-share and intra-line segments. It may also include end-to-end combinations (i.e., stand-alone Fares that can be bought separately but combined together to form one price);

“Special Drawing Rights (SDR)” is a unit of account of the International Monetary Fund;

“Stopover” is a deliberate interruption of a journey initiated by the Passenger and agreed to in advance by the Carrier at a point between the place of departure and the

place of Destination. The deliberate interruption must be for a purpose other than changing aircraft;

"Summary page at the end of an online purchase" means a page on a carrier's Web site which summarizes the details of a Ticket purchase transaction just after the Passenger has agreed to purchase the Ticket from the carrier and has provided a form of payment;

"Tariff" means this Tariff, the terms and conditions of carriage applicable to the provision of an air service and other incidental and ancillary services;

"Tax" means an amount of money collected by the Carrier from the Passenger pursuant to an obligation imposed by governmental authority;

"Ticket" means either a paper or electronic document issued by or on behalf of the Carrier which includes the Passenger's Flight coupons. The Ticket serves as evidence of payment of a Fare, Tax, Charge, Fee, and Surcharge, and constitutes for the Passenger proof of their contract of carriage. In instances where a Ticket exists as an electronic document, the Carrier issues to the Passenger, as proof of purchase, an Itinerary/Receipt;

"Travel Bank Account" means an account with the Carrier with Travel Bank Credits;

"Travel Bank Credit" means credits provided by the Carrier to the Passenger resulting from non-refundable Ticket changes, cancellations, or for other service reasons. Travel Bank Credits are non-refundable;

"Unchecked Baggage" means any Baggage (Unchecked) accompanying the Passenger other than Checked Baggage;

“Uncontrollable Schedule Irregularity” means a flight delay, cancellation or diversion that is considered to be not within the Carrier’s control including but not limited to an Event of Force Majeure;

“Voluntary Refunds” means a refund of an unused or partially used Ticket for reasons other than those mentioned under the definition of an involuntary refund;

“Voucher” means a monetary credit provided either in paper or electronic format to a Passenger that may be used toward future travel services or the provision of incidental services such as meals, ground transportation, and hotel accommodation;

“Working dog” means a dog that locates people or items (search, rescue, avalanche, or tracking dogs), performs specific tasks for the military or police (detection, scout, sentry) or other highly specialized skills.

## Rule 5: Application of Tariff

### (A) General

1. This Tariff shall apply to the carriage of Passengers and their accompanying Baggage, and to all services incidental thereto, marketed (carrying a WestJet flight number) by WestJet and operated by WestJet or WestJet Encore Ltd.
2. With the approval of the CTA, the Carrier may enter into Code-share agreements with other air carriers whereby it will market, as its own, Flights operated by those other carriers. In such cases, this Tariff is applicable to the transportation of Passengers and their Baggage on all Flights operated by other carriers yet marketed and sold as the Carrier.
3. No Passenger or good shall travel with the Carrier unless an appropriate written Air Transportation Contract is executed by the Passenger and the Carrier.
4. The contents of this Tariff shall form part of any Air Transportation Contract between the Carrier and a Passenger (including with respect to the Passenger's goods). If there is a conflict between this Tariff and that contract, this Tariff shall prevail.
5. Only officers and directors of the Carrier have the authority to alter, modify or waive any provisions of this Tariff.
6. The Carrier's rules, regulations and conditions of carriage as found in this Tariff are subject to change without notice.
7. When the Carrier issues a Ticket, Baggage Identification Tag, or makes any other arrangements for transportation over the services of any other carrier (whether or not such transportation is part of a through service), the Carrier acts only as agent for such other carrier and the Tariff of that other carrier will apply. Carrier will assume no responsibility for the acts or omissions of such other carrier.
8. All dollar amounts shown herein are exclusive of applicable Tax(es). Applicable Taxes will be added to these amounts based on your province or country.



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

Subject to the provisions of the Convention and the APPR, the Carrier reserves the right to exclude the application of all or any part of this Tariff with respect to gratuitous carriage and Non-Public Fares. Compensation entitlements under the APPR (including but not limited to the compensation entitlements set out in Rule 95) shall not apply to gratuitous carriage and Non-Public Fares.

### (C) Passenger Recourse

Any compensation offered to Passengers is found in this Tariff or is outlined in applicable government regulations.

In the case of dispute with the Carrier, Passengers should, as the first recourse, try to resolve any problem by dealing directly with the Carrier. If the Passenger has attempted to resolve a complaint with the Carrier and is still not satisfied, the Passenger may take the matter to either the Canadian Transportation Agency or the appropriate court, as the Passenger prefers.

### (D) Carrier Requirements and Recourse

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

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

#### (E) Air Transportation Contract

No Passenger shall be entitled to board an aircraft of the Carrier except on presentation of a valid Boarding Pass issued pursuant to an Air Transportation Contract, which, subject to the provisions of this Tariff, shall entitle the Passenger to transportation only between the points of Origin and Destination specified therein, and in connection therewith:

1. Reservations for which Fares have been paid and an itinerary issued, shall be binding upon the Passenger and the Carrier; but will not be valid for boarding or transportation purposes until the Passenger has secured a seat-assigned Boarding Pass;
2. Reservations, itineraries, and Boarding Passes are non-transferable;
3. A Boarding Pass shall only be effective for the Flight to which such Boarding Pass relates; and
4. Seat assignments are not guaranteed and are subject to change without notice.

## Rule 7: Protection of Personal Information

The Carrier incorporates its Privacy Statement, attached hereto as Schedule "A", into this Tariff.

## Part II – Before Departure

### Rule 10: Application of Fares and Charges

#### (A) General

Applicable Fares are those published by or on behalf of the Carrier.

Fares and charges will apply only to air transportation between the points named on the Ticket. Ground transfer services will be arranged by the Passenger and at his/her own expense and are not subject to the terms of this Tariff.

#### (B) Fares in Effect

1. Subject to government requirements and this Tariff:

- a. The applicable Fare is the Fare in effect on the date which the Ticket is issued.

No increase in Fares and charges will be collected in the event that an increase in Fares and charges occurs, provided:

- i. The Ticket is issued with confirmed Reservations at Fares and charges applicable on the date of Ticket issuance for the date of commencement of travel; and,
- ii. The confirmed Ticketed Reservations are not changed at the Passenger's request. Should the Passenger request a change to the Ticketed Reservations then the Passenger will be obliged to pay the difference in the Fares and be subject to the more restrictive conditions imposed as a result of the change.

If, after a Ticket has been issued, a decrease in Fares, Fees, Taxes, and Charges applicable to the transportation covered by the Ticket becomes effective, no refund in whole or in part of the Original Fare will be permitted.

**(C) Routing**

1. Unless otherwise provided in the Carrier's Tariff, Fares apply only to their associated routing. If there is more than one routing associated with a Fare, the Passenger, before their Ticket being issued, may specify the routing they prefer. If no routing is specified, the Carrier may determine the routing.

## Rule 15: Taxes, Fees and Charges

### (A) General

1. Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a Passenger or the use by a Passenger of any services or facilities, will be in addition to the published Fares and charges and will be payable by the Passenger.
2. Taxes imposed by a government authority are required to be collected by the Carrier. Fees imposed by airports or other third parties required to be collected by the Carrier are in addition to the Fare.
3. At the time of the Ticket purchase, the Passenger will be advised by the Carrier of all the taxes and fees appearing on the Ticket.
4. Taxes and fees will be shown separately on the Ticket.
5. The conditions under which Taxes and Fees are imposed, collected or refunded are established by the taxing authority, airport or third party (domestic or foreign) and in all cases will be respected. As a result, the Carrier will either collect new or higher amounts or refund all or a portion of the Tax or Fee paid based on the conditions imposed by the taxing authority.

## Rule 20: Methods of Payment

### (A) General

All rates and charges published in this Tariff are published in the lawful currency of Canada. Based on the location of fee payment, conversion to Canadian dollars or to the local currency may occur.

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

1. Cash in currencies acceptable to the Carrier
2. The following credit cards: WestJet RBC MasterCard®, American Express®, Discover® and Diners Club International® cards, MasterCard®, VISA®
3. VISA debit cards
4. Travel Bank Credits and WestJet dollars.

Group Reservations may also be purchased with cheque or wire transfer.

Purchases made on-board the Carrier's aircraft shall be made using any credit card in point 2 above.

### (B) Payment terms

1. Payment – outside of the Hold the Fare program

Unless the fare is purchased under the “Hold the Fare” program, all fares are due and payable on or by twelve o'clock midnight (mountain time) on the date on which the reservation is made.

2. Payment – purchases made using the Hold the Fare program

All fares under this program are due and payable on or within three days (72 hours) after the payment of the Hold the Fare fee.

#### Hold the Fare Purchase Terms

- a. Available for online purchase only. Persons with disabilities may contact the Carrier by phone to use this service if they are unable to use the carrier's website.
- b. Only flights operated by the Carrier departing more than 30 days in the future are available under the Hold the Fare Program.
- c. A maximum of 10 seats on any HTF-eligible flight will be available to be "held" under this program.
- d. Each Passenger is charged a \$10 .00 – 11.80 CAD non-refundable fee to hold the fare price. Upon payment of the fee, confirmed space is held on the flight.
- e. If full payment is not received before the end of the three-day (72 hour) period, the flight is not ticketed and the fare and space on the flight are cancelled.
- f. Reservations under the Hold the Fare program cannot be changed until full payment has been received by the Carrier. Once ticketed, the flight is subject to the change and cancellation terms outlined in Rule 15.



## Rule 25: Currency of Payment

### (A) General

1. All Fares and charges for Domestic Transportation are stated in Canadian dollars.

## Rule 30: Fare Types

### (A) Business (Flexible) and Business (Lowest)

1. The Business (Flexible) Fare and Business (Lowest) Fare (collectively a “Business Fare”) will purchase seating located in the Business Class section of the Boeing 787 Dreamliner aircraft designated by the Carrier as Business Class seating.
2. Passengers that have purchased the Business Fare will be provided Business services. Services associated to the Business Fare are not available to Passengers in Business Class seating without purchasing a Business Fare.

### (B) Premium (Flexible) and Premium (Lowest)

1. The Premium (Flexible) Fare and Premium (Lowest) Fare (collectively a “Premium Fare”) will purchase seating located in the Premium section of the aircraft designated by the Carrier as Premium seating.
2. Passengers that have purchased the Premium Fare will be provided Premium services. Services associated to the Premium Fare are not available to Passengers in Premium seating without purchasing a Premium Fare.

### (C) Econo (Flexible) and Econo (Lowest)

1. The Econo (Flexible) and Econo (Lowest) Fare (collectively an “Econo Fare”) will purchase seating in any portion of the aircraft not designated as the Premium or Business sections.
2. Passengers purchasing travel under an Econo fare will be provided Econo services.

### (D) UltraBasic

1. UltraBasic fares will purchase seating in any portion of the aircraft not designated as the Premium or Business sections.
2. Passengers purchasing travel under the UltraBasic fare will be provided UltraBasic services.

See chart below for a listing of Business (Flexible) and Business (Lowest), Premium (Flexible) and Premium (Lowest), Econo (Flexible) and Econo (Lowest) and UltraBasic services.

n/a = not available, incl. = included

	<b>UltraBasic</b>	<b>Econo</b>	<b>EconoFlex</b>	<b>Premium</b>	<b>Premium Flex</b>	<b>Business</b>	<b>Business Flex</b>
Advance seat selection	\$10-\$250 CAD	\$5-\$250 CAD	\$0-\$250 CAD	incl.	incl.	incl.	incl.
Seat in Premium/ Business	n/a	n/a	n/a	incl.	incl.	incl.	incl.
Priority security screening (at available airports)	n/a	n/a	n/a	incl.	incl.	incl.	incl.
Advance boarding	n/a	n/a	n/a	incl.	incl.	incl.	incl.
Extra legroom	n/a	n/a	n/a	incl.	incl.	incl.	incl.
More space	n/a	n/a	n/a	incl.	incl.	incl.	incl.
Premium food & beverages	n/a	n/a	n/a	incl.	incl.	incl.	incl.

## Rule 35: Capacity Limitations

### (A) General

1. A Reservation for space on a given Flight is valid only when the availability and allocation of that space is confirmed by the Carrier and the Passenger has paid the appropriate Fare and a Ticket and Air Transportation Contract have been issued for that space.
2. On any given Flight, the Carrier may limit the number of Passengers carried at any given Fare. All Fares will not necessarily be available on all Flights. The number of seats which the Carrier shall make available on a given Flight will be determined by the Carrier's best judgment as to the anticipated total number of Passengers on each Flight.

## Rule 40: Reservations

Note: In the case of Code-share, the rules applicable to a Passenger's transportation, and that of their Baggage, are those of the carrier identified on the Passenger's Ticket and not of the carrier operating the Flight.

When Fares are combined, the most restrictive class of service determines which Fare rules apply.

### (A) General

1. A Reservation for space on a given Flight is valid when the availability and allocation of the space is entered into the Carrier's Reservation system and a confirmation number/code is obtained which authenticates the Reservation.
2. The Carrier will only issue a Ticket against a valid Reservation. Subject to payment or other satisfactory arrangement and Passenger compliance with the check-in time limits set out in paragraph (F) below, a Ticket will be issued to the Passenger by the Carrier or agent of the Carrier indicating that the Passenger is holding confirmed space for the Flight(s) shown on the Ticket.
3. Carriage of Minors
  - a. Infants – An Infant not occupying a seat and accompanied by a Passenger at least 12 years of age (lap held infant) will not be charged a Fare, however they will be charged any per Passenger third party charges and taxes like airport improvement fees. Proper documentation is required for travel and proof of age.
  - b. Accompanied - Children are accepted for transportation when accompanied on the same Flight by a Passenger at least 12 years of age.
  - c. Unaccompanied Minors – see Rule 65.
4. Group Bookings
  - a. To qualify for a group fare, 10 or more Passengers must travel together on a common flight destination.

- b. The Carrier requires a \$100 CAD deposit per person at the time of booking. The deposit is not applicable toward final payment and once final payment is received the deposit will be refunded to the original form of payment.
- c. Payment in full is required for all group bookings 30 days before departure.
- d. Name changes made within 24 hours before departure shall be assessed a change fee of \$100 CAD per name changed.
- e. A cancellation fee of \$100 CAD will be charged for any cancellation made within 30 days of departure. Remaining funds will be placed in a non-refundable credit.
- f. 20 percent of the group may be released (i.e.: cancel) without loss of deposit up to the final payment due date.
- g. Notwithstanding the above, the Carrier reserves the right to refund or provide a credit, in whole or part, for the deposit made by or for any Passenger.

## 5. Guardian Fare

### Guardian fare policy and procedures

The Carrier offers a discounted guardian fare which allows a Passenger to accompany a child to a destination and return at a later time to collect the child. The specific terms and conditions applicable to the discounted guardian fare follow.

- a. A guardian qualifies for a discounted fare under this program, provided they are at least 18 years of age. The child(ren) may be between two and 11 years of age.
- b. This program is not available for travel on code-share flights.
- c. All reservations are based upon availability.
- d. The guardian (or guardians) must be assigned at the time of booking and will be fully responsible for the transportation of the child(ren).
- e. The fare for children traveling on the guardian fare program is based on the rate available at time of booking.
- f. The guardian will receive a fifty percent reduction off the lowest fare available at the time of their reservation.
- g. The guardian fare is only valid for one person travelling with the child(ren).

- h. The guardian may travel with more than one child.
- i. Two separate people may be designated as guardians at the time of travel - one person travelling on the outbound flight, and a different person traveling on the return flight.
- j. The scheduled departure time for the return flight must be within 24 hours of the original flight (based on the time of the original departure
- k. city). If the next available flight is not within this 24-hour time restriction, the guardian fare will not be booked, no exceptions.
- l. The guardian's reservation is created under a separate reservation code from the child(ren).
- m. Guardian fare bookings can only be made and modified through the Carrier's Contact Centre.
- n. Once the outbound portion of the flight(s) has been taken, any cancellation of additional flights on the guardian's reservation will result in a full loss of the remaining fare, taxes, fess, charges and surcharges associated. No compensation will be issued in any form.

## (B) Seat Assignment

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

### 1. Advance seat selection

The Carrier offers Passengers the option of paying a fee for a specific seat at the time of booking or up to 24 hours before their Flight's scheduled departure subject to the following:

- a. Availability of seats is determined by the type of aircraft operating a selected Flight and the Fare level purchased;
- b. Advance seat selection may not be offered on some Flights based on operational restrictions;
- c. Some seats will be unavailable due to operational requirements;
- d. Advance seat selection may not be available through some Reservation channels;

- e. Passengers with a Disability requiring specific seating may request a seat by contacting the Carrier's Contact Centre; and
- f. Advance seat selection is not guaranteed and may be subject to change based on operational requirements.

## 2. Check-in seat selection

The Carrier offers Passengers the option of paying a fee for a specific seat at time of check-in subject to the following:

- a. Availability of seats is determined by the type of aircraft operating a selected Flight and the Fare level purchased;
- b. Seat selection may not be offered on some Flights based on operational restrictions;
- c. Some seats will be unavailable due to operational requirements;
- d. Passengers with a Disability requiring specific seating may request a seat by contacting the Carrier's Contact Centre; and
- e. Seat selection is not guaranteed and may be subject to change based on operational requirements.

## 3. Fees

- a. Seat selection fees are calculated per segment (i.e. as identified by a change in Flight number) for each direction of travel from the Origin to the Destination.
- b. When seats are selected on multi-segment Flights or a round trip, the fee shall be collected for each Flight segment.
- c. Fee calculations are based on the approximate Flight mileage for each Flight segment.
- d. Different seat fees apply for standard, Extended Comfort, exit row, Premium Fare and Business Fare seats.
- e. Applicable taxes are added to the seat selection fee.
- f. Advance seat selection fees are refundable to the Original form of payment up until 24 hours before the scheduled time of departure



- g. Advance or Check-in seat selection fees are refundable in the event of a full cancellation of the itinerary made more than two hours before the originally scheduled time of departure. The seat fee will be included in the cancellation funds. Passengers booking Econo or EconoFlex Fares can only select a seat in Premium or Business at the time of check-in. Upgrading to the Premium or Business Fare seat during this 24-hour period results in a forfeiture of any previously paid seat fee. Passengers can purchase a Premium or Business seat for \$20 - \$1,000 (depending on Flight length) if available. Premium seats with additional leg room are not available on Flights operated by WestJet Encore Ltd.
- h. Passengers booking an UltraBasic fare will be auto-assigned at the time of check-in. Such Passengers will have the option to pay a fee to select an alternate seat, subject to availability.

**Advance seat selection Fees:**

UltraBasic	\$10-\$250
Econo	\$5-\$250
EconoFlex	A Standard seat is included Extended Comfort or exit row seat is \$10-\$250
Premium	\$0
PremiumFlex	\$0
Business	\$0
BusinessFlex	\$0
Group bookings	\$5-\$250

**Seat Selection Fees at time of Check-in:**

UltraBasic	\$10-\$250
Econo	\$0 for Standard seat selection, \$5-\$250 for Extended Comfort or exit row seat selection

EconoFlex	\$0 for Standard seat selection, \$5-\$250 for Extended Comfort or exit row seat selection
Premium	\$0
PremiumFlex	\$0
Business	\$0
BusinessFlex	\$0
Group bookings	\$0 for Standard seat selection, \$5-\$250 for Extended Comfort or exit row seat selection

Seats designated in the new Extended Comfort section may have extra leg room or are otherwise located in front of the wing but behind the designated Premium rows. Otherwise, a row can be considered Extended Comfort if it is in front of the wing, which allows Passengers the convenience of disembarking more quickly upon arrival.

Seats in Premium are in the first three or four rows of WestJet's Boeing aircraft, other than the Boeing 787 Dreamliner, where the Premium seats are located behind business class. Seats on a Q400 aircraft do not have extra legroom. When upgrading to a Premium seat at check-in, Checked Baggage, no fee for changes and cancellations and priority security are not included. Cost varies based on Flight length and time of day.

#### 4. Changes and cancellations to an advance seat selection

This section only deals with changes or cancellations made to a Reservation where a seat selection fee is present.

- a. Changes to a seat selection on a Reservation will not incur a change fee.
- b. The addition of a seat selection on a Reservation will not incur a change fee.
- c. The Carrier reserves the right to cancel or change the selected seat(s) on any segment(s) for which fees have been paid, at any time, for any reason, without notice to any Passengers affected thereby.

## 5. Seat assignment for Minors

The Carrier will make reasonable efforts to ensure that Minors are seated with their accompanying parent or Guardian. The Carrier provides Passengers with the option to pre-purchase seat selection up to 24 hours before departure but there is no obligation to do so.

## 6. Special rules for the assignment of seats to Children and Minors under the age of 14 years.

- a. In order to facilitate the assignment of a seat to a Child or Minor who is under the age of 14 years in close proximity to a parent, guardian or tutor, the Carrier will, when applicable, assign a seat before check-in to the Child or Minor that is in close proximity to their parent, guardian or tutor at no extra cost.
- b. If the passenger is assigned a seat that is in a lower class of service than their ticket provides, the Carrier will reimburse the difference in price between the classes of service, but if the passenger chooses a seat that is in a higher class of service than the ticket provides, the Carrier will request supplementary payment representing the price difference between the classes of service.
- c. If the Carrier is unable to assign seats before check in, the carrier will advise passengers before check-in that the Carrier will facilitate seat assignment at the time of check-in or at the boarding gate and will make all reasonable attempts to do so.
- d. If the Carrier is unable to assign seats at the time of check in, the Carrier will ask for volunteers to change seats at the time of boarding. If there are no volunteers, the Carrier will once again ask for volunteers to change seats before take-off.
- e. In the case of a Child who is four years of age or younger, the Carrier will facilitate the assignment of a seat that is adjacent to their parent, guardian or tutor's seat.

- f. In the case of a Child who is 5 to 11 years of age, the Carrier will facilitate the assignment of a seat that is separated from the parent, guardian or tutor's seat by no more than one seat.
- g. In the case of a Minor who is 12 or 13 years of age, the Carrier will facilitate the assignment of a seat that is separated from the row of their parent, guardian or tutor's seat by no more than one row.

### (C) Changes and Cancellation of Reservations

A Passenger may change or cancel a Reservation up to two (2) hours before the planned departure of the Flight.

- 1. Changes and cancellations incur a fee as outlined in the chart below.

#### (A) Changes

Most bookings can be changed (name or travel changes) within 24 hours of booking. Change fees and fare rules apply to any flight that departs within 24 hours. Flights that depart more than 24 hours after the time of booking, can be changed within the first 24 hours for no fee, however any difference in fare will apply.

##### a. Name changes

UltraBasic fares are non-refundable. No changes are permitted.  
Any unused Ticket amount is not available as a Travel Credit.

Econo	\$100
EconoFlex	\$100
Premium	\$100
PremiumFlex	\$0
Business	\$100
BusinessFlex	\$0

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b. Changes to an Itinerary

With the exception of changes made within 24-hours of Booking (see above), passengers:

(i) making changes to a higher fare product or flight shall, in addition to the change fee, pay the difference in fare and applicable taxes, fees, and charges;

(ii) making changes to a lower fare product or flight, the applicable change fee will apply and any remaining difference will be refunded to a Travel Credit, except for Premiumflex and Businessflex, which are available to be refunded to original form of payment; or

(iii) booked under an UltraBasic fare are not permitted changes and will forfeit all amounts paid.

c. Changes to an Itinerary – made within 24 hours of booking (excluding flights departing within 24 hours – which are charged applicable fees as outlined in (e) below)

UltraBasic	\$0
Econo	\$0
EconoFlex	\$0
Premium	\$0
Premium Flex	\$0
Business	\$0
Business Flex	\$0

d. Applicable to tickets purchased on or before August 31, 2022: Changes to an Itinerary departing in more than 60 days

UltraBasic and Basic fares are non-refundable. No changes are permitted. Any unused Ticket amount is not available as a Travel Credit.

Econo	\$50
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EconoFlex	\$0
Premium	\$50
PremiumFlex	\$0
Business	\$100
BusinessFlex	\$0

- e. Applicable to tickets purchased on or before August 31, 2022: Changes to an Itinerary departing within 60 days and flight departures within 24 hours of booking

UltraBasic and Basic fares are non-refundable. No changes are permitted. Any unused Ticket amount is not available as a Travel Credit.

Econo	\$100
EconoFlex	\$0
Premium	\$100
PremiumFlex	\$0
Business	\$100
BusinessFlex	\$0

- f. Applicable to tickets purchased on or after September 1, 2022: Changes to an Itinerary up to 2 hours before flight departure and flight departures within 24 hours of booking

UltraBasic and Basic fares are non-refundable. No changes are permitted. Any unused Ticket amount is not available as a Travel Credit.

Econo	\$100
EconoFlex	\$0
Premium	\$100
PremiumFlex	\$0
Business	\$100
BusinessFlex	\$0

**(B) Cancellations**

When a ticket is cancelled within 24 hours of purchase, and the flight departure is greater than 24 hours from the time of purchase, a full refund including refundable taxes, fees and charges, without penalty can be obtained. Outside of 24 hours from booking, for a non-refundable ticket, the Carrier does not refund any taxes, fees, charges or surcharges collected unless required by law or where such taxes were collected in error.

- a. Cancellations within 24 hours of booking (excluding flights departing within 24 hours)

UltraBasic	\$0
Econo	\$0
EconoFlex	\$0
Premium	\$0
Premium Flex	\$0
Business	\$0
Business Flex	\$0

- b. Applicable to tickets purchased on or before August 31, 2022: Cancellations of travel departing in more than 60 days

UltraBasic and Basic fares are non-refundable. No cancellations are permitted. Any unused Ticket amount is not available as a Travel Credit.

Econo	\$50
EconoFlex	\$0
Premium	\$50
PremiumFlex	\$0
Business	\$100
BusinessFlex	\$0

- c. Applicable to tickets purchased on or before Aug 31, 2022: Cancellations of travel departing within 60 days and flight departures within 24 hours of booking

UltraBasic and Basic fares are non-refundable. No cancellations are permitted. Any unused Ticket amount is not available as a Travel Credit.

Econo	\$100
EconoFlex	\$0
Premium	\$100
PremiumFlex	\$0
Business	\$100
BusinessFlex	\$0

- d. Applicable to tickets purchased on or after September 1, 2022: Cancellations to an Itinerary up to 2 hours before flight departure and flight departures within 24 hours of booking

UltraBasic and Basic fares are non-refundable. No cancellations are permitted. Any unused Ticket amount is not available as a Travel Credit.

Econo	\$100
EconoFlex	\$0
Premium	\$100
PremiumFlex	\$0
Business	\$100
BusinessFlex	\$0

All Travel Bank Credit shall include all amounts paid by the Passenger in association with the Fare, including refundable Fees, Charges, Surcharges and Taxes. The Travel Bank Credit shall be valid for one year from the date of its creation.

2. The Carrier will cancel Reservations of any Passenger:



- a. To comply with any government regulations; or,
- b. Due to an Event of Force Majeure, or
- c. When the Passenger has failed to meet check-in requirements.

3. Passengers changing a Reservation:

- a. to a higher Fare product or Flight shall, in addition to the change fee, pay the difference in Fare.
- b. to a lower Fare product or Flight, the applicable change fee will apply, and any remaining difference:
  - i. If booked directly through the Carrier shall be placed in a Travel Bank Account or refunded according to the Fare Type purchased, or when Fare paid with WestJet dollars, returned to the originating WestJet Rewards account.
  - ii. If booked with a third party, the funds may be forfeited subject to that entity's terms and conditions.

4. Passengers cancelling a Reservation:

- a. will be refunded to the original form of payment for Reservations made within 24 hours of booking.
- b. will be charged a fee as per the above chart and the unused ticket amount will be refunded to future flight credit in the form of Travel Bank, for Reservations made after 24 hours of booking.
- c. for an UltraBasic or Basic fare, will not be eligible for a refund through Travel Bank or original form of payment for Reservations made after 24 hours of booking.

5. Same-day changes

Passengers may request a Same-day change to a confirmed flight within the 24 hours before their flight's standard time of departure. Changes are done for a fee as outlined in below and can be completed only when:

- a. the flight is from the same origin to the same destination;
- b. the flight is on the same calendar day as the original departure;
- c. the flight is operated by the Carrier
- d. the fare purchased is: Econo, EconoFlex, Premium, PremiumFlex, Business, BusinessFlex or Member Exclusive (Economy, Premium or Business);
- e. there is a seat available in the same cabin as originally booked;

Note: When flight is part of a Carrier vacation package booking, same-day changes will apply to the flight only. WestJet and WestJet Vacations are not responsible for any impact to other planned or reserved activities, including but not limited to transfers, hotel reservations, excursions, etc. Any unused components will be forfeited.

Note: changes to an earlier flight must be requested before the new flight's check-in cut-off time and the Passenger must not have already checked in their baggage. Changes to a later flight can be requested up until the standard departure time of the original flight.

Note: Same-day changes are not available for:

- i. UltraBasic or Basic fare flights
- ii. group bookings or charter flights
- iii. Code-share or interline flight; or
- iv. flights on a different calendar day (if the Passenger's flight is the only one available that calendar day).

#### Flights within Canada

Econo	\$150-177 CAD
EconoFlex	No fee
Premium	\$100-118 CAD
PremiumFlex	No fee
Business	No fee

BusinessFlex      No fee

6.      Contact Centre Fee:

For reservations made via the Westjet contact centre, a non-refundable fee per reservation will apply as provided in the table immediately below.

This fee will be waived for any person with a disability who is not able to use an available self-serve option to make the reservation.

This fee may be reduced or waived based on factors including but not limited to rules of Westjet's loyalty program.

UltraBasic	\$35 Per Reservation
Econo	\$25 Per Reservation
Econo Flex	\$25 Per Reservation
Premium	No fee
Premium Flex	No fee
Business	No fee
Business Flex	No fee

Contact Centre fees listed above are CAD Maximums.

Fees may be reduced or waived in some circumstances.

Fees may vary when published by Westjet or transacted in other currencies.

Please visit [WestJet.com](http://WestJet.com) or contact Westjet or its agent for full details.

(D) Passenger's Responsibility

The Passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed in (F) below. Flights will not be delayed for Passengers who have

not completed any of these pre-boarding requirements. This will be considered a no show by the Carrier.

The Carrier will not be liable for loss or expense due to the Passenger's failure to comply with this provision. Any amounts paid for the Ticket, including Fare, Fee, Charge, Surcharge, and Tax paid by a Passenger or Passengers are forfeited in the event the Passenger(s) fail(s) to show up for a Flight.

#### (E) Failure to Occupy Seat

If the Passenger does not occupy space which has been reserved by/for him/her and the Carrier is not notified of the cancellation of such Reservation up to and until the scheduled departure of that particular Flight, the Carrier will cancel all continuing or return Reservations held by the Passenger and will not be liable for doing so other than to refund the Passenger's Ticket in accordance with the applicable Fare rule.

#### (F) Check-in and Boarding Time Limits

##### 1. Recommended

All Passengers should follow the recommended airport arrival times for the type of flight on which they hold a reservation as outlined below. All Passengers are required to follow the cut-off airport arrival times for the type of flight on which they hold a reservation as outlined below. Passengers should anticipate line ups and additional time is likely required as outlined below the table.

##### 2. Time limit

All times shown are before the scheduled departure time of the flight.

Recommended airport arrival time	120 minutes
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Recommended baggage drop-off time	90 minutes
Checked baggage cut-off time	60 minutes
Check-in cut-off time	60 minutes
Recommended boarding gate arrival time	40 minutes
Boarding cut-off time	10 minutes on most aircraft 15 minutes on 787 aircraft

- a. Baggage will be accepted three (3) hours before the scheduled time of flight departure at most locations.
- b. Passengers travelling with a pet in the cabin should allow an additional 30 minutes before check-in cut-off time.
- c. Passengers travelling with a pet in checked baggage must check-in 90\* minutes before the scheduled departure time.
- d. Passengers travelling with oversized or overweight baggage must check-in 30 minutes before the check-in cut-off time.
- e. Passengers requiring the use of a wheelchair (their own or one that is provided) should check-in an additional 30 minutes before the check-in cut-off times.
- f. Passengers travelling as an unaccompanied minor must check-in with an agent 90 minutes before the scheduled departure time.
- g. Passengers who no-show will be refused transport.

If the Passenger fails to meet the time limits specified in the above chart, the Carrier may reassign any pre-reserved seat and/or cancel the Reservation of the Passenger and the Carrier may not be able to transport the Passenger's Baggage. The Carrier shall face no liability due to the Passenger's failure to comply with this provision.

Note: In the case of Code-share, Passengers are advised that the Reservations rules applicable to their transportation are those of the carrier identified on your Ticket and not of the carrier operating the Flight.

Note: The Passenger must provide the Carrier with a point of contact (e-mail address and/or telephone numbers) in case the Carrier must communicate with the Passenger before his/her departure or at any point during the Passenger's itinerary. Subject to the requirements of the APPR, the Carrier shall make a reasonable effort to inform its Passengers of any delays or schedule changes.

## Rule 45: Stopovers

### (A) General

Stopovers will be permitted under the following conditions:

1. Stopovers must be arranged with the Carrier in advance and specified on the Ticket.
2. Specific Fare rules may not permit stopovers or limit the number of stopovers allowed or there may be an additional charge for stopovers based on the Fare purchased by the Passenger. Refer to the rule applicable to the Fare in question for further information.
3. If a portion of a journey is travelled by surface transportation, a stopover will be deemed to have taken place for such transportation.
4. A deliberate interruption of a journey for more than 4 hours will constitute a stopover.

## Rule 54: Interline Baggage Acceptance

### 1. Applicability

This rule is applicable to all interline itineraries issued on a single Ticket whose Origin or ultimate Ticketed Destination is in Canada.

This establishes how the Carrier will determine which Baggage rules apply to any Passenger's entire interline itinerary.

For the purposes of Interline Agreement Baggage acceptance:

- i. the carrier whose designator code is identified on the first segment of the passenger's interline Ticket will be known as the selecting carrier.
- ii. any carrier who is identified as providing interline transportation to the passenger by virtue of the passenger's Ticket will be known as a participating carrier.

### 2. Baggage Rule Determination by Selecting Carrier:

#### Checked Baggage

The Carrier will apply the Most Significant Carrier rules, as determined by IATA Resolution 302 as conditioned by the CTA, in order for that Carrier's Baggage rules, as established in its Tariff, to apply to the entire interline itinerary.

The carrier identified will be known as the selected carrier.



## Carry-On Baggage

Each operating carrier's Unchecked Baggage Rules will apply to each Flight segment in an interline itinerary. Notwithstanding, the Unchecked Baggage charges that will apply to the entire interline itinerary will be those of the Selected Carrier.

### 1. Passenger's special status

The Baggage rules determined by the Selected Carrier at the beginning of a Passenger's itinerary will determine what entitlements the Passenger is eligible for.

### 2. Stopovers

The Baggage rules determined by the Selected Carrier at the beginning of a Passenger's itinerary will determine whether a Passenger's Baggage allowance and charges may be applied at each Checked point or whether it is the Carrier's policy to apply the charges only one time in each direction.

### 3. Embargoes

Embargoes applicable to any Operating Carrier participating in an interline itinerary will be taken into account when determining the Baggage Rules and charges that apply to the Passenger's travel.

### (C) Baggage Rule Application by Participating Carrier

Where the Carrier 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, the Carrier will apply as its own the Baggage Rules of the Selected Carrier throughout the interline itinerary.

## (D) Disclosure of Baggage Rules

### Summary Page at the end of an Online Purchase and E-Ticket Disclosure

- a. Upon purchase of a Flight, the Passenger shall receive an E-Ticket from the Carrier which will set out provisions related to further rules and regulations, including those rules related to first and second Checked Baggage and Unchecked Baggage. The information provided on the E-Ticket will reflect the Baggage rules of the Selecting Carrier. Specifically,
- b. The Carrier will disclose the following information:
  - c. the name of the carrier whose Baggage Rules apply;
  - d. the Passenger's free Baggage allowance and/or applicable fees;
  - e. size and weight limits of the Baggage, if any;
  - f. the terms or conditions that would alter or impact a Passenger's standard Baggage allowances and charges (e.g. frequent flyer status, early check-in, pre-purchasing Baggage allowances with a particular credit card);
  - g. the existence of any embargoes that may be applicable at some point during the Passenger's itinerary; and,
  - h. the application of Baggage Rules and charges (i.e., whether they are applied once per direction or if they are applicable at each stopover point).
- i. The Carrier will provide this information in text format on the Passenger's e-Ticket confirmation. Any fee information provided for Unchecked Baggage and the first and second Checked Baggage will be expressed as specific charges (i.e., not a range).

### Web site Disclosure

The Carrier discloses on its Web site a complete and comprehensive summary of all of the Carrier's own Baggage Rules, including information concerning:

- a. The maximum weight and dimensions of Passenger Baggage, if applicable, both Checked and Unchecked;
- b. The number of Checked and Unchecked Passenger Baggage that can be transported and the applicable charges;
- c. Excess and oversized Baggage charges;
- d. Charges related to check-in, collection and delivery of Checked Baggage;
- e. Acceptance and charges related to special items, e.g. surf boards, animals, bicycles, etc.;
- f. Baggage provisions related to prohibited or unacceptable items, including embargoes;
- g. Terms or conditions that would alter or impact the Baggage allowances and charges applicable to Passengers (e.g. frequent flyer status, early check-in, pre-purchasing Baggage allowances with a particular credit card); and,
- h. Other rules governing the treatment of Baggage at stopover points, including Passengers subject to special Baggage allowances or charges.

## Rule 55: Baggage Acceptance

### (A) Applicability

This rule applies transportation of Baggage and interline transportation of Baggage where the Carrier is selected to apply its own Baggage rules to an entire interline itinerary. The Carrier will only transport goods to the Destination of the Flight. All Checked Baggage must have a Baggage Identification Tag. All Unchecked Baggage should have a tag with the Passenger's name, address and telephone number.

A particular piece of Baggage, Checked or Unchecked, will not be considered to be the property of more than one person.

Unchecked Baggage, including personal items, will be considered to be the property of the Passenger who is in possession of the Baggage at the time of embarkation.

### (B) General Conditions of Acceptance of Checked and Unchecked Baggage

The Carrier reserves the right to refuse to board or transport any goods which, in the Carrier's sole discretion, are not appropriately packaged for Flight or which are otherwise unsuitable for Flight for any reason, including the weight, size or character of the good or to otherwise prohibit the use of such good on the aircraft.

The Carrier will generally accept for transportation as Baggage, any good that is necessary or appropriate for the wear, use, comfort, or convenience of the Passenger for the purpose of the trip, subject to the following:

#### 1. Checked Baggage

- a. Once the Carrier takes possession of the Passenger's Checked Baggage, the Carrier will issue a Baggage identification tag for each piece of Checked Baggage.

A portion of this tag will be provided to the Passenger and each bag will be affixed with the corresponding remaining portion of the tag.

- b. Checked Baggage will be carried on the same aircraft as the Passenger unless the Baggage is delayed, or the Carrier decides that it is impractical to carry the Baggage on the same aircraft. In case of delay, the Carrier will take necessary steps to inform the Passenger on the status of the Baggage 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.
- c. Subject to the conditions of the applicable fare, passengers travelling with an infant or child will be permitted to bring one diaper bag or a personal item for the child/infant and may be permitted additional infant equipment (examples include a car seat, stroller or playpen) at no charge as follows:
  - i. Infant that is lap-held or in an extra seat:
    - Carry-on baggage – not permitted
    - Car seat for onboard use – not permitted
    - Infant equipment allowance – two items, plus one item in checked baggage OR two items in checked baggage.
  - ii. Infant or child that is in their own purchased seat
    - Carry-on baggage – one bag permitted
    - Car seat for onboard use – one permitted
    - infant equipment allowance – one door delivered item, or one item in checked baggage.
- d. The carriage of all goods are subject to the space and weight limitations of the aircraft and the Carrier's per Passenger Unchecked policy and Checked Baggage policy under the provisions of the Carrier's Operations and Procedures Manual.

The Carrier accepts (based on available space):

- e. A first, second, third or fourth piece of Checked Baggage within the weight and size limits outlined in this section will be charged according to the fee tables below with the exception of Passengers (excluding Infants) travelling with WestJet Encore Ltd. which has a limit of three (3) total Checked Baggage.
- f. Checked Baggage may weigh up to 23 kg (50 lbs) with combined length + width + height dimensions of 157 cm (62").
- g. Baggage shall be considered oversized where any of the dimensions exceed of 157 cm (62 inches) but not exceeding 203 cm (80 inches). This Baggage will be accepted to/from most destinations, subject to the fees in the tables below. Baggage with combined dimensions exceeding 203 cm (80 inches) will not be accepted for transport.
- h. Baggage shall be considered to be overweight Baggage when it weighs more than 23 kg (50 lbs) but does not exceed 45 kg (100 lbs). Overweight Baggage will be accepted to/from most destinations, subject to the fees in the tables below.
- i. Combined excesses: An item of Baggage that exceeds the Baggage allowance, is oversize or overweight will be subject to all applicable combinations of fees.

Passengers are required to pay Baggage fees for each item as outlined below for based on the Fare Type for their flight:

Pre-paid baggage fees are defined as baggage fees paid at time of booking or post booking up until 24 hours before scheduled flight departure.

Self-Serve check-in baggage fees are defined as baggage fees paid online through a self-serve check-in channel, within 24 hours of scheduled flight departure.

Airport check-in baggage fees are defined as baggage fees paid at the airport, within 24 hours of scheduled flight departure.

Baggage fees are refundable to the original form of payment in the event of an itinerary cancellation. All Baggage fees are otherwise non-refundable and non-creditable, with the exception of any refunds required under Rule 120.

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Self-Serve and Airport Check-in baggage fees for tickets purchased on or before  
6 Nov 2023:

UltraBasic or Basic fare: First bag \$40, second bag \$60, third or fourth bag \$100

Econo fare: First bag \$40, second bag \$60, third or fourth bag \$100

Econoflex fare: First bag \$0, second bag \$60, third or fourth bag \$100

Premium fare: First bag \$0, second bag \$0, third or fourth bag \$100

Premiumflex fare: First bag \$0, second bag \$0, third or fourth bag \$100

Business fare: First bag \$0, second bag \$0, third or fourth bag \$100

Businessflex fare: First bag \$0, second bag \$0, third or fourth bag \$100

WestJet Vacations travel: First bag \$40, second bag \$60, third or fourth bag \$100

WestJet RBC World Elite Mastercard - Primary cardholders:

First bag \$0, second bag \$60, third or fourth bag \$100

Delta Silver members: first bag \$0, second bag \$60, third or fourth bag \$100

Excess valuation: \$10 per item regardless of fare level

Checked baggage fees for tickets purchased 7 Nov 2023 to 14 Feb 2024:

Pre-paid baggage fees:

UltraBasic or Basic fare: First bag \$30, second bag \$50, third or fourth bag N/A

Econo fare: First bag \$30, second bag \$50, third or fourth bag N/A

Econoflex fare: First bag \$0, second bag \$50, third or fourth bag N/A

Premium fare: First bag \$0, second bag \$0, third or fourth bag N/A

Premiumflex fare: First bag \$0, second bag \$0, third or fourth bag N/A

Business fare: First bag \$0, second bag \$0, third or fourth bag N/A

Businessflex fare: First bag \$0, second bag \$0, third or fourth bag N/A

WestJet Vacations travel: First bag \$30, second bag \$50, third or fourth bag N/A

WestJet RBC World Elite Mastercard - Primary cardholders: First bag \$0, second bag \$50, third or fourth bag N/A

Delta Silver members:

First bag \$0, Second bag \$50, Third or Fourth bag N/A

Excess valuation: \$10 per item regardless of fare level

Pre-paid baggage option only available for first and/or second checked bag.

Self-Serve Check-in baggage fees:

UltraBasic or Basic fare: First bag \$40, second bag \$60, third or fourth bag \$100

Econo fare: First bag \$40, second bag \$60, third or fourth bag \$100

Econoflex fare: First bag \$0, second bag \$60, third or fourth bag \$100

Premium fare: First bag \$0, second bag \$0, third or fourth bag \$100

Premiumflex fare: First bag \$0, second bag \$0, third or fourth bag \$100

Business fare: First bag \$0, second bag \$0, third or fourth bag \$100

Businessflex fare: First bag \$0, second bag \$0, third or fourth bag \$100

WestJet Vacations travel: First bag \$40, second bag \$60, third or fourth bag \$100

WestJet RBC World Elite Mastercard - Primary cardholders:

First bag \$0, second bag \$60, third or fourth bag \$100

Delta Silver members: first bag \$0, second bag \$60, third or fourth bag \$100

Excess valuation: \$10 per item regardless of fare level

Airport Check-in baggage fees:

UltraBasic or Basic fare: First bag \$50, second bag \$70, third or fourth bag \$110

Econo fare: First bag \$50, second bag \$70, third or fourth bag \$110

Econoflex fare: First bag \$0, second bag \$70, third or fourth bag \$110



Premium fare: First bag \$0, second bag \$0, third or fourth bag \$110  
Premiumflex fare: First bag \$0, second bag \$0, third or fourth bag \$110  
Business fare: First bag \$0, second bag \$0, third or fourth bag \$110  
Businessflex fare: First bag \$0, second bag \$0, third or fourth bag \$110

WestJet Vacations travel: First bag \$50, second bag \$70, third or fourth bag \$110

WestJet RBC World Elite Mastercard - Primary cardholders:

First bag \$0, second bag \$70, third or fourth bag \$110

Delta Silver members: first bag \$0, second bag \$70, third or fourth bag \$110

Excess valuation: \$10 per item regardless of fare level

Checked baggage fees for tickets purchased 15 Feb 2024 to 03 Jun 2024:

Pre-paid baggage fees:

UltraBasic or Basic fare: First bag \$35, second bag \$55, third or fourth bag N/A

Econo fare: First bag \$35, second bag \$55, third or fourth bag N/A

Econoflex fare: First bag \$0, second bag \$55, third or fourth bag N/A

Premium fare: First bag \$0, second bag \$0, third or fourth bag N/A

Premiumflex fare: First bag \$0, second bag \$0, third or fourth bag N/A

Business fare: First bag \$0, second bag \$0, third or fourth bag N/A

Businessflex fare: First bag \$0, second bag \$0, third or fourth bag N/A

WestJet Vacations travel: First bag \$35, second bag \$55, third or fourth bag N/A

WestJet RBC World Elite Mastercard - Primary cardholders: First bag \$0, second bag \$55, third or fourth bag N/A

Delta Silver members:

First bag \$0, Second bag \$55, Third or Fourth bag N/A

Pre-paid baggage option only available for first and/or second checked bag.

**Self-Serve Check-in baggage fees:**

UltraBasic or Basic fare: First bag \$45, second bag \$65, third or fourth bag \$100

Econo fare: First bag \$45, second bag \$65, third or fourth bag \$100

Econoflex fare: First bag \$0, second bag \$65, third or fourth bag \$100

Premium fare: First bag \$0, second bag \$0, third or fourth bag \$100

Premiumflex fare: First bag \$0, second bag \$0, third or fourth bag \$100

Business fare: First bag \$0, second bag \$0, third or fourth bag \$100

Businessflex fare: First bag \$0, second bag \$0, third or fourth bag \$100

WestJet Vacations travel: First bag \$45, second bag \$65, third or fourth bag \$100

**WestJet RBC World Elite Mastercard - Primary cardholders:**

First bag \$0, second bag \$65, third or fourth bag \$100

Delta Silver members: first bag \$0, second bag \$65, third or fourth bag \$100

**Airport Check-in baggage fees:**

UltraBasic or Basic fare: First bag \$55, second bag \$75, third or fourth bag \$110

Econo fare: First bag \$55, second bag \$75, third or fourth bag \$110

Econoflex fare: First bag \$0, second bag \$75, third or fourth bag \$110

Premium fare: First bag \$0, second bag \$0, third or fourth bag \$110

Premiumflex fare: First bag \$0, second bag \$0, third or fourth bag \$110

Business fare: First bag \$0, second bag \$0, third or fourth bag \$110

Businessflex fare: First bag \$0, second bag \$0, third or fourth bag \$110

WestJet Vacations travel: First bag \$55, second bag \$75, third or fourth bag \$110

**WestJet RBC World Elite Mastercard - Primary cardholders:**

First bag \$0, second bag \$75, third or fourth bag \$110

Delta Silver members: first bag \$0, second bag \$75, third or fourth bag \$110

Excess valuation: \$10 per item regardless of fare level

Checked baggage fees for tickets purchased 04 Jun 2024 to 23 Jan 2025:

Pre-paid baggage fees:

UltraBasic fare: First bag \$45, second bag \$65, third or fourth bag N/A

Econo fare: First bag \$35, second bag \$55, third or fourth bag N/A

Econoflex fare: First bag \$0, second bag \$55, third or fourth bag N/A

Premium fare: First bag \$0, second bag \$0, third or fourth bag N/A

Premiumflex fare: First bag \$0, second bag \$0, third or fourth bag N/A

Business fare: First bag \$0, second bag \$0, third or fourth bag N/A

Businessflex fare: First bag \$0, second bag \$0, third or fourth bag N/A

WestJet Vacations travel: First bag \$35, second bag \$55, third or fourth bag N/A

WestJet RBC World Elite Mastercard - Primary cardholders: First bag \$0, second bag \$55, third or fourth bag N/A

Delta Silver members:

First bag \$0, Second bag \$55, Third or Fourth bag N/A

Pre-paid baggage option only available for first and/or second checked bag.

Self-Serve Check-in baggage fees:

UltraBasic fare: First bag \$55, second bag \$75, third or fourth bag \$100

Econo fare: First bag \$45, second bag \$65, third or fourth bag \$100

Econoflex fare: First bag \$0, second bag \$65, third or fourth bag \$100

Premium fare: First bag \$0, second bag \$0, third or fourth bag \$100

Premiumflex fare: First bag \$0, second bag \$0, third or fourth bag \$100

Business fare: First bag \$0, second bag \$0, third or fourth bag \$100

Businessflex fare: First bag \$0, second bag \$0, third or fourth bag \$100

WestJet Vacations travel: First bag \$45, second bag \$65, third or fourth bag \$100

WestJet RBC World Elite Mastercard - Primary cardholders:

First bag \$0, second bag \$65, third or fourth bag \$100

Delta Silver members: first bag \$0, second bag \$65, third or fourth bag \$100

**Airport Check-in baggage fees:**

UltraBasic fare: First bag \$65, second bag \$85, third or fourth bag \$110

Econo fare: First bag \$55, second bag \$75, third or fourth bag \$110

Econoflex fare: First bag \$0, second bag \$75, third or fourth bag \$110

Premium fare: First bag \$0, second bag \$0, third or fourth bag \$110

Premiumflex fare: First bag \$0, second bag \$0, third or fourth bag \$110

Business fare: First bag \$0, second bag \$0, third or fourth bag \$110

Businessflex fare: First bag \$0, second bag \$0, third or fourth bag \$110

Westjet Vacations travel: First bag \$55, second bag \$75, third or fourth bag \$110

**Westjet RBC World Elite Mastercard - Primary cardholders:**

First bag \$0, second bag \$75, third or fourth bag \$110

Delta Silver members: first bag \$0, second bag \$75, third or fourth bag \$110

Excess valuation: \$10 per item regardless of fare level

**Checked baggage fees for tickets purchased on or after 24 Jan 2025:****Pre-paid baggage fees:**

UltraBasic fare: First bag \$45, second bag \$65, third or fourth bag N/A

Econo fare: First bag \$35, second bag \$55, third or fourth bag N/A

Econoflex fare: First bag \$0, second bag \$55, third or fourth bag N/A

Premium fare: First bag \$0, second bag \$0, third or fourth bag N/A

Premiumflex fare: First bag \$0, second bag \$0, third or fourth bag N/A

Business fare: First bag \$0, second bag \$0, third or fourth bag N/A

Businessflex fare: First bag \$0, second bag \$0, third or fourth bag N/A

Westjet Vacations travel: First bag \$35, second bag \$55, third or fourth bag N/A

Westjet RBC World Elite Mastercard - Primary cardholders: First bag \$0, second bag \$55, third or fourth bag N/A

**Delta Silver members:**

First bag \$0, Second bag \$55, Third or Fourth bag N/A

Pre-paid baggage option only available for first and/or second checked bag.

**Self-Serve Check-in baggage fees:**

UltraBasic fare: First bag \$55, second bag \$75, third or fourth bag \$100

Econo fare: First bag \$45, second bag \$65, third or fourth bag \$100

Econoflex fare: First bag \$0, second bag \$65, third or fourth bag \$100

Premium fare: First bag \$0, second bag \$0, third or fourth bag \$100

Premiumflex fare: First bag \$0, second bag \$0, third or fourth bag \$100

Business fare: First bag \$0, second bag \$0, third or fourth bag \$100

Businessflex fare: First bag \$0, second bag \$0, third or fourth bag \$100

WestJet Vacations travel: First bag \$45, second bag \$65, third or fourth bag \$100

**WestJet RBC World Elite Mastercard - Primary cardholders:**

First bag \$0, second bag \$65, third or fourth bag \$100

Delta Silver members: first bag \$0, second bag \$65, third or fourth bag \$100

**Airport Check-in baggage fees:**

UltraBasic fare: First bag \$65, second bag \$85, third or fourth bag \$110

Econo fare: First bag \$55, second bag \$75, third or fourth bag \$110

Econoflex fare: First bag \$0, second bag \$75, third or fourth bag \$110

Premium fare: First bag \$0, second bag \$0, third or fourth bag \$110

Premiumflex fare: First bag \$0, second bag \$0, third or fourth bag \$110

Business fare: First bag \$0, second bag \$0, third or fourth bag \$110

Businessflex fare: First bag \$0, second bag \$0, third or fourth bag \$110

WestJet Vacations travel: First bag \$55, second bag \$75, third or fourth bag \$110

**WestJet RBC World Elite Mastercard - Primary cardholders:**

First bag \$0, second bag \$75, third or fourth bag \$110

Delta Silver members: first bag \$0, second bag \$75, third or fourth bag \$110

Excess valuation: \$15 per item regardless of fare level

## 2. Sporting equipment

The Carrier shall collect a \$50 handling fee for Checked sporting equipment. In all cases, the Baggage must contain the equipment noted. The following items are exempt from the:

**Oversize baggage fees:** fishing rods, football equipment, golf clubs, hockey equipment, lacrosse equipment, ringette equipment, skis and snowboards.

**Overweight baggage fees:** football equipment, hockey equipment, lacrosse equipment and ringette equipment.

Firearms of any description shall be carried only with prior consent of the Carrier.

It is the Passenger's responsibility to ensure they have proper permits and documentation for transport to their Destination. Notwithstanding exemptions related to officers of the law, the firearms are required to be disassembled and packed in a suitable case.

## 3. Unchecked Baggage (Carry-on Baggage)

- a. Unchecked Baggage must be within the Carrier's size and weight limits to be taken onboard the aircraft.
- b. For fare types other than UltraBasic, each Passenger may have one (1) piece of Unchecked Baggage (carry on item) and one (1) personal item.
- c. For UltraBasic fare types, each passenger may have one (1) personal item. A carry-on item is only permitted:
  - i. When travelling to/from Europe or Asia;
  - ii. If Extended Comfort is purchased on all flight segments;
  - iii. When travelling with an infant – one (1) diaper bag permitted in addition to one (1) personal item noted above;

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- iv. When travelling with a pet in-cabin, the pet is permitted in addition to one (1) personal item noted above; or
  - v. When required for medical or accessibility related needs pursuant to Rule 71 herein.
- d. In all cases, the items may not exceed the applicable measurements outlined below:
- i. Unchecked Baggage:
    - (a) For tickets purchased on or before March 12, 2025, maximum size of: 53 cm x 23 cm x 38 cm (21 inches X 9 inches X 15 inches)
    - (b) For tickets purchased on or after March 13, 2025, maximum size of: 56 cm x 23 cm x 36 cm (22 inches x 9 inches x 14 inches)
    - (c) Between March 13, 2025 to May 5, 2025 inclusive, Westjet will allow a grace period whereby carry-on items will be accepted with maximum dimensions of either (a) or (b) above.
  - ii. Personal item: Maximum size of 41 cm x 15 cm x 33 cm (16 in. x 6 in. x 13 in.)
  - iii. Kennel: Maximum size of 41 cm x 21.5 cm x 25 cm (16 in. x 8.5 in. x 10 in.)
- e. Any item larger than the carry-on baggage size and any item exceeding the carry-on and personal item allowance will be checked to the Passenger's destination. A fee will be applied for each item gate checked, as follows:
- i. For UltraBasic fare types, the applicable baggage fees plus a \$25 gate checked bag service fee will be charged;
  - ii. For all other fare types, the applicable baggage fees will be charged.
- f. In the interest of Passenger safety within the cabin, the Carrier, in its sole discretion, may check any Unchecked (Unchecked) Baggage for any or no reason.
- g. All Unchecked Baggage must be stored in an overhead bin or placed completely under the seat directly in front of the Passenger.
- h. Passengers should contact the Carrier or review its Web site for more information about which objects are not suitable for carriage as Checked

Baggage and will only be accepted for transportation in the Passenger cabin of the aircraft upon prior agreement with the Carrier.

#### 4. Transportation of Special Items

Some restrictions apply for the transport of Baggage on an itinerary e.g.: oversized or overweight Baggage, such as, surfboards or animals, bicycles, etc. In these cases, any Participating Carrier in a Passenger's interline itinerary may apply these restrictions to the Passenger's travel based on that carrier's Tariffs.

#### 5. Musical Instruments

Provided it is safe to do so, the Carrier may accept properly packaged musical instruments as either checked or carry-on baggage, depending on the instrument's weight or dimension.

##### Carry-On:

Seats cannot be purchased for musical instruments; however small musical instruments may be permitted as a Passenger's carry-on baggage allowance provided that:

- a. it meets the Carrier's current carry-on size requirements outlined in sub-section 3 above; and
- b. it fits under the seat in front or the overhead bin.

Due to cabin storage space limitations, the Carrier cannot guarantee that a musical instrument can be accommodated on board. Storage is provided on a "first come, first serve" basis.



If there is no space available in the cabin to securely store the musical instrument, or if deemed required by airline staff, the musical instrument may need to be checked at the gate and transported as checked baggage.

Musical instrument counts as 1 piece of carry-on luggage.

#### Checked Baggage:

If musical instruments are checked in separately, the instrument counts as one piece of Baggage towards the maximum number of checked bags allowed by fare type. If a Passenger's Baggage count (musical instrument plus number of other bags to be checked) exceeds the maximum number of items allowed by fare type, additional checked baggage charges will apply. If the musical instrument weighs more than 23 kg (50 lb), overweight baggage charges will apply. The maximum weight of musical instruments the Carrier can carry is 32 kg (70 lb). A musical instrument cannot exceed a combined length + width + height dimension of 157 cm (62"). Musical instruments must always be packaged in a rigid/hard shell container designed to ship such items. For string instruments, Passengers are responsible for ensuring that the strings are loosened so that tension is reduced on the top and neck of the instrument.

In the event of aircraft substitution preventing the transportation of a musical instrument in the cabin, the Carrier will use reasonable efforts to (i) gate-check the instrument, or (ii) check the instrument on the next available flight.

#### (D) Collection and Delivery of Baggage

1. 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.
2. 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.

3. Acceptance of the Baggage without complaint, within the time limits stipulated, 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 Valuation Declaration

The Passenger may declare a value in excess of the applicable liability limits for the Checked Baggage and pay the excess valuation fee to the Carrier before departure at the point of check-in.

Note: This provision does not apply to aids for persons with a Disability (see Rule 71(F)).

#### (F) Items Unacceptable as Baggage

The following items are unacceptable as Baggage and will not be transported by the Carrier:

1. Items which are forbidden to be carried by the applicable laws, regulations, or orders of any country to be flown from, to, or over.
2. Items which are likely to endanger the aircraft or persons or property on board the These unacceptable items are specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations.
3. Items, which in the Carrier's opinion, are unsuitable for carriage because of their weight, size or character, for example, fragile or perishable items.
4. Live animals except as provided in Rule 75, Acceptance of Animals (Service Dogs and Pets).

5. Firearms and ammunition other than for hunting or sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes will be accepted as Checked Baggage provided the firearms are not loaded, the safety catch is in the “on” position and the firearms are suitably. The carriage of ammunition is subject to the ICAO and IATA regulations mentioned in 2 above.
6. The Passenger shall not include in the Checked Baggage fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, samples, passports and other identification documents.
7. Any other items deemed by the Carrier to be unacceptable from time to time.

The Carrier reserves the right to refuse to board or transport any goods, or to remove goods from the aircraft, if such refusal or removal is, in the Carrier’s sole discretion, necessary or desirable for reasons of the health or safety of the Passengers, the Air Crew, or the aircraft, or is otherwise necessary or desirable to prevent violation of any applicable law, regulation or order of any governmental authority of those jurisdictions where the aircraft shall be flown from, to or over, or if the goods are inadequately or improperly packed.

#### (G) Right to Refuse Carriage of Baggage

1. The Carrier will refuse to carry as Checked Baggage any Baggage that the Carrier has discovered to contain any unacceptable item mentioned above and when the Passenger fails to provide the Carrier with prior notice for those items requiring such notice.
2. The Carrier will, at its sole discretion, refuse to carry any Baggage because of its size, shape, weight or character.
3. The Carrier will refuse to carry Checked Baggage if it determines that the Baggage has not been properly and securely packed in suitable suitcases or containers.

Note: This provision does not apply to aids for persons with a Disability.

#### (H) Right of Search

The Carrier may request the Passenger to permit a search to be conducted of his/her person and Baggage. The Carrier may search Baggage in the Passenger's absence.

The purpose of any search is to ensure aircraft and Passenger safety, security and to determine whether the Passenger is in possession of, or the Baggage contains items mentioned in (F) above or any arms or ammunition which have not been presented to the Carrier. If the Passenger refuses to comply with the request for search, the Carrier may refuse to carry the Passenger and/or his/her Baggage.

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## Part III – At the Airport/During Travel

### Rule 60: Acceptance of Children for Travel

#### (A) General

1. Acceptance for transportation: Infants and Children under the age of 5 must be accompanied by their parent or a person who is at least 16 years of age. Children 5 years of age or older must be accompanied in the same cabin by a Passenger 12 years of age or older, will be accepted for transportation.
2. Persons entrusted with the care of Infants and Children must be capable of discharging this duty.

#### Infants

1. Infants do not require a seat but require a Ticket. If the Infant does not occupy a seat, then the Infant must be held on the lap of an accompanying Passenger 12 years of age or older.
2. Only one Infant may be held in the lap of an accompanying Passenger.
3. No single Passenger shall be responsible for more than one Infant whether the Infant is held on the lap of an accompanying Passenger or a seat has been purchased for the Infant and the Infant is secured in an approved child restraint system (car seat).
4. An Infant at the time of departure but reaching his/her second birthday during the continuing/return Flight(s) will require a seat and must pay the applicable Fare for the continuing/return Flight(s).
5. Infants occupying a seat must be properly secured in a Transport Canada or United States Federal Aviation Administration (FAA) approved child restraint device.

#### Children

1. All Children, two years of age or older, must have a Ticket and be assigned a seat.

2. All Minors, 12 years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an adult for Fare purposes.
3. All Minors, 16 years of age or older, may accompany other Infants and Children under 5 years of age and will be considered as adults for the purposes of travel and will be charged the applicable adult Fare.
4. All Minors, 12 years of age or older, may accompany other Children five years of age or older and will be considered as adults for the purposes of travel and will be charged the applicable adult Fare.

#### (B) Acceptance of Infants and Children

Infants: 9 days of age to 23 months

Only one Infant is accepted per adult Passenger (16 years of age or the Infant's parent). The Infant may travel free of charge when the Infant is held on an accompanying Passenger's lap. An Infant for whom a seat is purchased must be properly secured in an approved child restraint device and will be assessed the applicable Fare.

Child: 2 – 11 years of age

Children under 5 years of age must be accompanied by their parent or a Passenger who is at least 16 years of age. All other Children must be either supervised by a Passenger of 12 years or older or use the Carrier's Unaccompanied Minor services. (See Rule 65, Unaccompanied Minors). The use of an approved child restraint device is optional for Children aged two and up.

Child: 12 years of age and more

Children that are 12 years of age or older are eligible to travel unaccompanied and unsupervised. Furthermore, they may accompany Children over the age of 5.

Note: In the case of Code-share, Passengers are advised that the acceptance of children rules applicable to their transportation are those of the carrier identified on your Ticket and not of the carrier operating the Flight.

(C) Documentation

1. For travel within Canada, Passengers under 18 years of age must carry identification such as a passport; an Original birth certificate or a non-government ID, e.g. student card.
2. In addition to the above, the Carrier may require presentation of the following documents when Children are accompanied by an adult:
  - a. Documents establishing legal custody;
  - b. Parental consent letter authorizing travel;
  - c. Death certificate if one parent is deceased;
  - d. Any other documentation required by the country of Destination.

## Rule 65: Unaccompanied Minors

### (A) General

1. The Carrier offers a supervision service called the Unaccompanied Minor Service (UM Service) for all Minors who have achieved the minimum age. This service is either mandatory or optional, depending upon the age of the minor.

### (B) Age Restrictions

1. Minors under five years of age are not eligible to use the UM Program and must always be accompanied by their parent or a person aged 16 or older when travelling. The person aged 16 or older must not be travelling under the UM service.
2. Minors under eight years of age are not eligible to use the UM Program and must always be accompanied by a person aged 12 or older when travelling. The person aged 12 or older must not be travelling under the UM service.
3. Minors aged between eight and 11 years of age may only fly unaccompanied if they are using the UM Program, outlined below.
4. Minors from age 12 up to a maximum of 17 years of age may also use the UM Program. All travel restrictions, conditions and fees applicable to the UM Program will apply.

### (C) Travel Restrictions

The UM Service is available on:

1. non-stop domestic Flights; or
2. direct domestic Flights (a direct Flight makes a stop but there is no change of aircraft).



**(D) Fares and Charges**

1. Unaccompanied minors travelling on the UM Service provided by the Carrier will be subject to the applicable Fare.
2. A non-refundable charge of \$100 per Minor, in each direction, will be applied for using the UM Service.
3. The charge is subject to applicable taxes.

**(E) Conditions of Application for Unaccompanied Travel**

1. Bookings under the UM Program should be made at least 24 hours before departure. The Carrier will make reasonable efforts to accommodate requests not made within this time limit.
2. The Minor must be brought to the airport of departure by a Guardian who remains with the Minor until the Carrier starts providing supervision. The Guardian and the unaccompanied Minor must have government issued photo identification. The Guardian will complete all the required documents which include providing the Carrier with satisfactory evidence that the Minor will be met at the airport of arrival by another Guardian, whether a parent or other responsible adult. The Guardian who will be meeting the unaccompanied Minor at the airport of arrival must have government issued photo identification which will allow the Carrier personnel to identify this person as the appropriate person designated to meet the Minor.
3. The Guardian will be required to remain at the airport of departure for 15 minutes after the aircraft has departed.
4. In case of emergency, the Guardian must provide the Carrier with the name and phone number of a person who can be contacted and will be available during the time the Minor is in the Carrier's care.
5. In the event of a Flight diversion or irregular operating process, the Minor will be provided supervision by the Carrier until he/she is met at their Destination. If requested by a Guardian identified on the required documentation the Carrier will return the Minor to the Origin.
6. Once the Minor is under the Carrier's care, the Minor will be provided supervision by the Carrier until he/she is met by a Guardian who can confirm to Carrier

personnel by means of photo identification that they are one of the person(s) designated on the required documentation as being a Guardian of the Minor.

7. Confirmed Reservations must be booked for unaccompanied Minors.
8. Minors that require assistance in taking required medication, who have an allergy that requires them to carry an epinephrine auto-injector, who require a special service code (SSR) of DEAF or BLND, or have a Disability that may hinder their safety or security if they are not travelling with a familiar Guardian will not be accepted for travel unaccompanied.
9. A Minor will not be accepted for the UM Program where they have previously caused an onboard issue, for reasons including behavioral, emotional or medical, where intervention by the Air Crew or a diversion resulted.

#### (F) Carrier's Limited Responsibility

With the exception of the service specifically provided to an Unaccompanied Minor in this rule, the Carrier will not assume any financial or Guardianship responsibilities for the Unaccompanied Minor beyond those applicable to an adult Passenger.

1. The Carrier does not accept Unaccompanied Minors (considered under the age of 12 for the purposes of this section) for transport on any portion of Flights operated by one of the Carrier's Code-share or interline partners.
2. The Carrier accepts a maximum of four (4) Minors under the UM Program per Flight, and in the event of situations where more than four (4) Minors are scheduled to travel, the Carrier may, in its sole discretion, re-accommodate the last Minor booked under this program to the next available Flight.

## Rule 71: Carriage of Persons with Disabilities

In the case of Code-share, Passengers are advised that the carriage of persons with a Disability rules applicable to their transportation are those of the carrier identified on your Ticket and not of the carrier operating the Flight.

### (A) Acceptance for Carriage

The Carrier will make every effort to accommodate a person with a Disability and will not refuse to transport a person solely based on his/her Disability.

### (B) Acceptance of Declaration of Self-Reliance

Carrier will accept a person's declaration of self-reliance, will not refuse to provide transportation to a person with a Disability, and will not impose any special conditions on the carriage of a person with a Disability, except in the following circumstances:

1. Carrier may refuse to provide transportation to any person on the basis of safety.
2. Carrier may refuse to provide transportation to any person if carriage of that person would result in the violation of any applicable law.
3. Carrier reserves the right to require clearance, as a condition of travel, in accordance with procedures established by Carrier, if the transportation of a person involves any unusual risk or hazard to the Passenger or to other persons (including, in the case of a pregnant Passenger, unborn children), for the purpose of determining whether the person requires an Attendant by reason of the provisions of this Rule or for the purpose of determining whether the person qualifies for additional or special seating pursuant to the provisions of this Rule.

See also: Rule 105(A)6.(d), Refusal to Transport, Passenger's Condition, Medical clearance

### (C) Medical Clearance

The Carrier may, using its reasonable discretion, determine that a person with a Disability requires medical clearance where their safety or well-being, in terms of such things as assistance with eating, using the washroom facilities, or that of other Passengers is in question.

See also: Rule 105(A)6.(d), Refusal to Transport, Passenger's Condition, Medical clearance

### (D) Advance Notice

Where a Passenger requests a service set out in this rule at least 48 hours before departure, the Carrier will provide the service. Such requests should be made by the Passenger at the time of Reservation, and as far in advance of travel as possible. The Carrier will make a reasonable effort to accommodate persons with a Disability who fail to make Reservations 48 hours in advance.

The Passenger shall advise the Carrier of the nature of his/her Disability and the nature of the assistance required. Passengers requesting a medical accommodation must submit a completed Medical Information Form (MEDIF) according to the timeline outlined on the Carrier's website.

### (E) Seating Restrictions and Assignments

When a person identifies the nature of his or her Disability, the Carrier will provide the Passenger an appropriate seat assignment.

Passengers with a Disability will not be permitted to occupy seats in designated emergency exit rows, which may include bulkhead aisle seats, or otherwise in accordance with applicable safety-related rules and regulations.

Passengers with disabilities and their attendants, who will meet the persons' Disability-related needs, will be seated together.

The number of Passengers with a Disability on a single Flight may be limited based on Passenger safety considerations, aircraft specifications, and airport handling facilities available at departure or arrival airports.

#### (F) Acceptance of Aids

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

1. powered mobility aids, provided they must fit through the cargo door and inside the cargo storage compartment while continuously in an upright position;
2. wheelchairs and scooters with non-spillable dry cell batteries, including lead acid, with terminals disconnected and taped;
3. the Passenger will arrange for wet cell batteries from wheelchairs and scooters to be packaged in an approved leak proof container. The Carrier will be responsible for the disconnection and reconnection of any terminals;
4. scooters shall be required to be Checked in and the Passenger shall transfer to a wheelchair provided by the Carrier. Adequate time is needed to disconnect/connect and dismantle and reassemble the scooter before and after the Flight and the Carrier shall make best efforts to perform this task in a timely manner;
5. other mobility aids and medical devices: the Carrier will accept walkers, canes, crutches, prostheses, communication devices and other medical devices such as portable oxygen concentrators, Continuous Positive Airway Pressure (CPAP) or Bilevel Positive Airway Pressure (BPAP) machines at no extra charge and in addition to the Baggage allowance. Walkers, crutches and canes may be retained by the Passenger while in Flight provide that the device can be stowed in an approved location without exceeding the weight limit for the most appropriate area of the aircraft, and the device does not obstruct access to safety equipment, exits or the aisle.

6.
  - a. If a mobility aid is damaged or lost, the Carrier will provide a suitable temporary replacement without charge as soon as possible. If a damaged aid can be repaired, the 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.
  - b. If a damaged aid cannot be repaired or is lost and cannot be located, the Carrier will, at its discretion, replace it with an identical aid satisfactory to the Passenger, or reimburse the Passenger for the replacement cost of the aid.
7.
  - a) The Carrier will permit the Passenger who uses a manually operated wheelchair to remain in the wheelchair:
    - i. until the person reaches the Boarding Area;
    - ii. where facilities permit, while the person is moving between the terminal and the door of the aircraft; and
    - iii. where space and facilities permit, while the person is moving between the terminal and the aircraft.
  - b) Where space permits, the Carrier will, without charge, permit the person to store a manually operated folding wheelchair and small aids in the Passenger cabin during the Flight. Mobility aids will be the last items to be stowed in the aircraft hold and the first items to be removed. Passengers travelling on WestJet Encore Ltd. will have their wheelchairs stored in the aircraft's cargo hold and made available after the Flight.
8. In addition to the Baggage allowance, for flights booked before September 15, 2021, the Carrier will accept for transportation without charge, to a maximum of two Passengers per Flight, with each able to bring up to two (2) Carrier approved oxygen cylinders containing gaseous oxygen only for personal use onboard the aircraft. The Passenger is required to provide a doctor's certificate or note stating they are acceptable for travel. Passengers should also verify with their physician or oxygen supplier that their oxygen supply will last for the duration of the Flight.

Passenger provided oxygen will not be permitted on flights booked on or after September 15, 2021.

### (G) Manually Operated Wheelchair Access

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

1. until the person reaches the Boarding Area;
2. where facilities permit, while the person is moving between the terminal and the door of the aircraft;
3. where space and facilities permit, while the person is moving between the terminal and the Passenger seat.

### (H) Service Dogs

The Carrier will accept for transportation, without charge, one Service Dog required to assist a Passenger with a Disability provided that the dog meets the requirements outlined in Section 75(d). Where there is insufficient floor space in the seat row of the Passenger's seat, the Carrier will permit the Service Dog to remain on the floor in an area where the Passenger can still exercise control over the dog.

See also: Rule 75, Acceptance of Animals (Service Dogs and Pets), and for provisions related to limitations of liability regarding Service Dogs, refer to Rule 120(B)4., Service Dogs or Rule 121(B)4., Service Dogs

### (I) Services to be Provided to Persons with Disabilities

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

- a. Assisting with registration at the check-in counter;

- b. Assisting in proceeding to the Boarding Area;
- c. Assisting in boarding and deplaning;
- d. Assisting in stowing and retrieving Unchecked Baggage and retrieving Checked Baggage;
- e. Assisting in moving to and from an aircraft lavatory;
- f. Assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
- g. Transferring a person between the person's own mobility aid and a mobility aid provided by the Carrier;
- h. Transferring a person between a mobility aid and the person's Passenger seat;
- i. Inquiring periodically during a Flight about a person's needs; and
- j. Briefing individual Passengers with a Disability and their attendant on emergency procedures and the layout of the cabin.

## 2. Attendant/Assistant

- a. Carrier may require that an Attendant accompany a Passenger with a Disability as a condition of providing transportation if the Passenger is not able to care for all his/her physical needs during the Flight and requires special or unusual attention beyond that afforded to the general public.
- b. Carrier may require that an Attendant accompany a Passenger with a Disability as a condition of providing transportation if Carrier determines that such an Attendant is essential for safety in the following circumstances:
  - i. When the Passenger, because of a mental or cognitive Disability, is unable to comprehend or respond to safety related instructions;
  - ii. When the Passenger has impairments which affect both his/her hearing and vision with such severity that the Passenger is not able to establish a means of communication with the Carrier's personnel sufficient to receive, assimilate and respond to safety related instructions;



- iii. When the Passenger has mobility impairment as severe as to be unable to assist in his/her own evacuation or don an oxygen mask in the case of a decompression.
  
- c. In circumstances where an Attendant is required by reason of the provisions of this Rule, the Carrier will not charge a Fare for the seat occupied by the Attendant.
  
- d. In circumstances where a Passenger requires extra seating to accommodate the Passenger's Disability, the Carrier will charge a Fare for only one seat, regardless of the number of seats required to accommodate the person's Disability.

#### (J) Boarding and Deplaning

Where a person with a Disability requests assistance in boarding or seating or in stowing Unchecked Baggage, the Carrier will allow the person, upon request, to board the aircraft in advance of other Passengers where time permits. The Carrier may also require a person, even in the absence of a request to do so, to board the aircraft in advance of other Passengers in order that it has sufficient time to provide the requested assistance.

If requested, the Carrier and airport authorities will make arrangements for assisting persons with disabilities with outbound/inbound governmental clearance and with Baggage delivery.

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

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

The Carrier will supply a written confirmation of services that it will provide to that person.

Modification to reflect that pre-boarding can occur upon request of the person with a Disability as well as a requirement by the carriers.

The Carrier will ensure that instructions relating to special handling requests from persons with a Disability are passed on to the Flight attendants along with other special instructions.

(L) Inquire Periodically

When persons in wheelchairs who are not independently mobile are waiting to board an aircraft, the Carrier will inquire periodically about their needs upon request, and shall attend to those needs where the services required are usually provided by the Carrier.

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

Note: In the case of Code-share, Passengers are advised that the acceptance of animals rules applicable to their transportation are those of the carrier identified on the Ticket and not of the carrier operating the Flight.

Animals accepted as Checked Baggage are cats, dogs, hedgehogs, rabbits, chinchillas, birds and guinea pigs. Live fish are not accepted as Passenger Checked Baggage.

The Carrier does not accept endangered species or the remains from endangered species, as listed on Environment Canada's website under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES). The Carrier does not accept trophies or remains for carriage from any of the five big game animals (cape buffalo, elephants, leopards, lions, or rhinoceros).

The Carrier will accept antlers and horns from game hunted in season with appropriate permits. These items are permitted in Checked Baggage only, as part of a Passenger's Checked Baggage Rules and must meet the weight and size guidelines. All applicable Checked Baggage fees will apply. These items must be packaged to avoid damaging other Baggage and be:

- a. packed in a leak-proof, hard shell container;
- b. completely free of raw meat, blood or noticeable odour; and
- c. padded (antlers and horn tips) to prevent punctures to the container and/or other Baggage.

In addition to embargoes related to restrictions from quarantine, peak travel periods and extreme temperatures, the Carrier only accepts a maximum of three (3) kennels

and six (6) animals per Flight in Checked Baggage. Flights provided by WestJet Encore Ltd. have a maximum capacity of one (1) kennel and two (2) animals per Flight.

Note – acceptance of the pet for carriage on a specific flight may not always be possible as a result of the accommodations for persons with disabilities. Please see Rule 71 Carriage of Persons with disabilities for more details.

Only hard sided and Carrier approved kennels will be accepted in Checked Baggage.

#### (A) General

1. Arrangements must be made at least 48 hours in advance with the Carrier before any animal will be accepted for carriage as either Checked or Unchecked Baggage.
2. The Carrier will accept for carriage animals/pets, as either Checked or Unchecked Baggage provided the animal(s) is/are accompanied by a Passenger, in compliance with the IATA Live Animal Regulations.
3. Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by the Carrier.

Note: This provision does not apply to Service Dogs accompanying Passengers with a Disability or Working Dogs accompanied by handlers.

1. An animal and its container will be considered excess Baggage and the applicable charges will apply.

Note: This provision does not apply to Service Dogs accompanying Passengers with a Disability or Working Dogs accompanied by handlers. Service Dogs will be carried free of charge (see (D) below).

1. The Passenger assumes full responsibility for the animal. Before the animal is accepted for carriage, the Passenger must make all necessary

arrangements to obtain valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the animal will not be accepted for carriage.

2. When travel involves more than one carrier, the Passenger should verify the policy of each carrier involved in the itinerary and ensure that the requirements of each carrier have been met and that each carrier is aware and has agreed to carry the animal on its own aircraft.
3. The animal must be harmless, inoffensive, odourless, and require no attention during transit.
4. The Carrier reserves the right to deny the transportation of the animal for any or no reason.
5. The Carrier will not be responsible in the event of loss, delay, injury, sickness or death of such animal. Exception: should an injury to or death of a service animal result from the negligence of the Carrier's representatives, the Carrier's liability will be limited to the Baggage limits.
6. For safety reasons, the Carrier will not accept an animal for carriage if the animal is less than 8 weeks old, pregnant or in-heat.
7. If the animal is sedated, the Passenger must present a veterinarian's note at check in stating the animal is fit to fly.
8. The Carrier shall deny carriage of animals during specified restriction periods.
9. The Carrier does not provide a kennel rental or purchase service.

#### (B) Animals as Checked Baggage

1. The number of animals carried is limited by aircraft type.
2. Due to climatic conditions, animals will not be accepted during certain periods of the year. These black-out periods are posted on the Carrier's Web site or available by contacting the Carrier.
3. The maximum allowable weight of a kennel (including the animal) is 100 lbs. (45 kg). The maximum size of a kennel is 40 in. x 27 in. x 30 in. or 101 cm x 68 cm x 76 cm.

4. Charges: The charge for transportation of the animal and container/kennel as Checked Baggage is \$100 CAD one-way.

Note: This provision does not apply to Service Dogs accompanying Passengers with a Disability or Working Dogs accompanied by handlers.

#### (C) Animals in Cabin

1. Only one cat, dog or bird per Passenger may be accepted for carriage in the cabin. No other species of animal is acceptable for carriage in the cabin.
2. The number of animals carried in the cabin is limited to between 2 and 4 animals per Flight depending on the aircraft type (not including Service Dogs).
3. The maximum size permitted for the in-cabin animal container/kennel (length + width + height) must not 41 cm length x 21.5 cm height x 25.4 cm width (16-inch length x 8.5-inch height x 10-inch width). If the animal's kennel exceeds size restrictions, but meet the restrictions for travel as Checked Baggage, the Carrier may accept the animal as Checked Baggage on a space available basis.
4. Only soft sided kennels that will fit under the aircraft seat will be accepted. The container must remain sealed from time of entry into the aircraft until after disembarking.
5. The in-cabin container/kennel must be stored under the seat directly in front of the Passenger.
6. The in-cabin animal and container/kennel is carried in lieu of Unchecked Baggage.
7. The animal must remain in the container/kennel for the entire duration of the journey. The kennel must remain sealed.
8. Check-in cut-off time with an animal is 30 minutes in advance of the recommended check in time. Animals checked in after this time will be denied.
9. The Carrier may request a Passenger with an in-cabin animal to change seats after boarding to accommodate other Passengers with allergies.
10. Charges: The charge for transportation of an animal (except for Service Dogs) and container/kennel in the cabin within/between Canada and the U.S. is \$50 CAD each way.

Note: This provision does not apply to Service Dogs accompanying Passengers with a Disability or Working Dogs accompanied by handlers.

#### (D) Service Dogs

The carrier will, on request, accept for transportation a Service Dog required to assist a person with a Disability at no charge, and will permit the Service Dog to accompany the person on board subject to:

1. The advance notice requirements contained in 71(D). The carrier will make every reasonable effort to accept the dog even if the advance notice requirements are not met.
2. Credible assurance being provided to indicate that the dog is required to assist the person travelling with a Disability, and disclosure of the task or service the dog performs for the persons Disability.
3. The person must use appropriate control measures (defined as a harness or collar with a leash/tether) and the dog's control measure or vest must have stitching or labelling that identifies the dog as a "Service Animal" or "Service Dog".
4. The dog being able to fit within the floor space at the passenger's seat. Passengers may request additional floor space (from the adjoining seat), if the dog cannot fit within the floor space at the Passenger's feet. The carrier requires disclosure of the dog's measurements within the advance notice requirements contained in section 71 (D).
5. The person is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through, in respect of the Service Dog. In particular, the person is responsible for obtaining valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit of any Service Dog that is to accompany the person.
6. The carrier may refuse to transport a Service Dog if the person with a Disability fails to have in their possession documentation at the time of check-in which demonstrates that the dog has all the necessary valid health and vaccination

certificates, entry permits and other documents required by countries, states or territories for entry or transit.

7. The carrier may refuse to transport a Service Dog if the dog is not under the person's control, if it exhibits prohibited behaviours outlined in Rule 105 A(8)(d-i), or if the dog requires additional floor space and an additional fare was not paid for in advance. The carrier will make every reasonable effort to accommodate the dog.

Note: For more information, see Rule 105, Refusal to Transport.

#### (E) Emotional Support Dogs

The carrier does not accept emotional support dogs for transport.



## Rule 80: Administrative Formalities – Travel Documents, Customs and Security

### (A) General

1. The Passenger is responsible for obtaining all required travel documents (passports, visas, tourist cards, health certificates, or other appropriate and necessary identification) including those of any Children that are accompanied by the Passenger.
2. The Passenger is responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into or through and also for complying with the instructions of the carriers concerned.
3. The Carrier will not be liable for any help or information given either verbally or in writing to the Passenger in good faith about proper travel documentation.
4. The Carrier will not be liable to the Passenger for any consequences resulting from the failure of the Passenger to obtain the necessary travel documents or from the failure to comply with the laws, regulations, orders and/or demands of countries to be flown from, into or through.

### (B) Travel Documents

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

**(C) Costs Resulting from Inadmissibility**

1. If the Passenger is refused entry into a country by reason of her/his failure to comply with the laws, regulations, orders and/or requirements of that country or has failed to produce required travel documents, then the Passenger will reimburse the Carrier, on demand, any damages, losses, fines, penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever (including but not limited to interest, court costs and attorneys' fees).
2. A Passenger found inadmissible either en route or at Destination will not be provided a refund by the Carrier.
3. Due to the Passenger's inadmissibility into a country of transit or Destination, the Passenger must pay the Carrier the applicable Fare to be transported from the country where entry was refused to the Original point of Origin or to an alternative Destination. The Carrier will apply to the payment of such a Fare any funds paid by the Passenger to the Carrier for unused carriage, or any funds of the Passenger in possession of the Carrier.

**(D) Customs and Immigration Inspection**

As required, the Passenger must be present for the inspection of his/her Baggage by customs or other government officials.

The Carrier will not be liable for any loss or damage suffered by the Passenger in the course of such inspection or through the Passenger's failure to comply with this requirement if the Passenger's Baggage was not in the charge of the Carrier.

**(E) Security Inspection**

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

## Rule 85: Ground Transfer Services

### (A) General

1. The Carrier does not maintain, operate or provide ground transfer services between airports or between airports and city centres.
2. Any effort by an employee, agent or representative of the Carrier in assisting the Passenger to make arrangements for ground transfer service shall in no way make the Carrier liable for the acts or omissions of such an independent operator.

## Rule 90: Schedule Irregularities, Delay, Cancellation and Denied Boarding

### (A) Applicability

This rule applies to all Passengers irrespective of the Fare Type on which they are travelling.

### (B) General

1. The Carrier will make all reasonable efforts to transport the passenger and his/her baggage at the times indicated in its timetable.
2. Times shown in timetables or elsewhere are approximate and not guaranteed and form no part of the contract of carriage. The Carrier will not be responsible for errors or omissions either in timetables or other representation of schedules. No employee, agent or representative of the Carrier is authorized to bind the Carrier by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any Flight.
3. The Carrier will not guarantee and will not be held liable for cancellations or changes to flight times that appear on passengers' tickets due to an uncontrollable event or Events of Force Majeure.
4. The Carrier will make all reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.
5. In the case of Schedule Irregularities, the carrier will give priority for assistance to any person with a Disability and unaccompanied minors.
6. The Carrier will determine when a delay or cancellation is controllable and identify which passengers are eligible for applicable compensation.
7. A delay, cancellation or denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations outside of the Carrier's control, is considered to also be due to situations outside of the Carrier's control when all reasonable measures to mitigate the impact of the earlier delay or cancellation have been taken.

8. A delay, cancellation or denial of boarding that is directly attributable to an earlier delay or cancellation that is due to situations within the Carrier's control but required for safety purposes, is considered to also be within that Carrier's control but required for safety purposes when all reasonable measures to mitigate the impact of the earlier delay or cancellation have been taken.
9. When the Carrier is unable to permit a passenger to occupy a seat on board a Flight because the number of seats that may be occupied on the Flight is less than the number of passengers who have checked in by the required time, hold a confirmed reservation and valid travel documentation and are present at the boarding gate at the required boarding time, the Carrier will follow the provisions of this rule, unless as otherwise provided in other applicable foreign legislation.

#### (C) Communications

1. In order to ensure timely receipt of communications, passengers must make best efforts to ensure that they, or their travel arranger, have provided WestJet with their WestJet Rewards ID, a current email address, and/or a current telephone number. Passengers will be contacted via email or phone if no email address is provided.
2. Passengers will also be able to receive delay or cancellation information:
  - a. via the Carrier websites;
  - b. at the airport during check-in;
  - c. at the airport by departure and arrival screens;
  - d. at the airport by carrier announcements; and
  - e. on the aircraft.

## (D) Schedule Irregularities

### 1. General

- a. Schedules are not guaranteed.
- b. Flight schedules are subject to change without notice, and the times shown on WestJet's published schedules, tickets, timetable and advertising are not guaranteed and form no part of this contract. The Carrier will not be responsible for errors or omissions either in timetables or other representations of schedules. No employee, agent or representative of the Carrier is authorized to bind the Carrier by any statement or representation regarding the dates or times of departure or arrival, or of the operation of any Flight.

### 2. Definitions:

- a. "Schedule Irregularities" means any change of schedules, flight times, routing, stops, equipment, and/or service that is not governed by the APPR.
  - i. Changes in the scheduled departure or arrival of the Carrier's Flight;
  - ii. Cancellation of Flight, or omission of a scheduled stop;
  - iii. Change of schedule itinerary which require rerouting of a passenger at departure time of his or her Original Flight; and
  - iv. Schedule Change;

Exception: Schedule Irregularities do not include Events of Force Majeure and do not include events governed by the APPR.

### 3. "Schedule Change" means the following:

- a. The cancellation of a scheduled flight where no WestJet flight of comparable routing is available within one hundred eighty (180) minutes of the original time of departure; or

- b. A change in the scheduled departure time of a Westjet flight which exceeds one hundred eighty (180) minutes; or
- c. A change in the routing of a scheduled Westjet flight which adds one (1) or more stops to the original itinerary; or
- d. A change in the routing of a Westjet scheduled flight that results in a scheduled arrival time more than one hundred eighty (180) minutes later than the original scheduled arrival time; or
- e. Any change in the arrival time of a Westjet flight that results in a misconnection to any flight shown in the same reservation and Ticket.

4. "Cabin" means the following:

- a. Compartment of the aircraft in which the passenger is entitled to be transported pursuant to the general schedule of the carrier.
  - i. Economy: for passengers who purchase an UltraBasic, Econo or EconoFlex fare.
  - ii. Premium: for passengers who purchase a Premium or PremiumFlex fare or an upgrade (or complimentary upgrade).
  - iii. Business: for passengers who purchase a Business or BusinessFlex fare or an upgrade (or complimentary upgrade).
- b. Complete attributes of each cabin can be found on carrier website

5. Before Purchase

a. Reservations:

Passenger's responsibility:

- i. The Passenger or Passenger's agent (example: Travel Agent, Other Carrier, etc.) must provide appropriate Passenger contact information for schedule change notifications at the time of booking and shall

continually update the Carrier with changes to ensure that schedule change notifications are received before travel.

- ii. The Passenger should acknowledge and/or accept WestJet's schedule change notifications or notifications from the entity where they booked (example: Travel Agent, Other Carrier, etc.) to ensure they are aware of their itinerary and can adjust their plans accordingly as schedules are subject to change.
- iii. The Passenger must arrive at the airport with sufficient time to complete check-in, government formalities, security clearance and the departure process while meeting the time limits detailed Rule 40 above. Flights will not be delayed for passengers who have not completed any of these pre-boarding requirements. This will be considered a no show by the Carrier.
- iv. The Carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision. Any amounts paid for the Ticket, including Fare, Fee, Charge, Surcharge, and Tax paid by a passenger or passengers are forfeited in the event the passenger(s) fail(s) to show up for a Flight.

## 6. Before travel

### a. Change in Schedule

- i. The Carrier may need to substitute other aircraft and may change, add, or omit intermediate stops. Carrier cannot guarantee that Passenger will make connections to other flights.
- ii. The Carrier will make all reasonable efforts to transport the Passenger and his/her Baggage at the times indicated in its published schedules and timetables.
- iii. In the event of a schedule change, the passenger is entitled to a full refund to the original form of payment or accept to be booked on the next available Carrier flight, if there are seats in the class of service within the cabin originally purchased. If there are seats available in an



alternate cabin, the Passenger can choose to either cancel their existing booking and purchase a new seat in the cabin available or accept a refund in the fare difference for a lower cabin or pay the fare difference for a higher cabin. Any refund will be to original form of payment and change fees will be waived.

- iv. When a schedule change results in the cancellation of all Carrier service to a destination, at Carrier's sole discretion, and if acceptable to the Passenger, Carrier may arrange for the Passenger to travel on another carrier or via ground transportation.
- v. The Carrier will make all reasonable efforts to inform passengers of delays and schedule changes and, to the extent possible, the reason for the delay or change.
- vi. The Carrier will not guarantee and will not be held liable for cancellations or changes to Flight times that appear on Passengers' Tickets due to an Event of Force Majeure.
- vii. The Carrier shall not be liable for damage occasioned by overbooking or cancellation if the Carrier proves that it, and its employees and agents, took all measures that could reasonably be required to avoid the damage or if it was impossible for the Carrier, and its employees or agents to take such measures. Having taken all known circumstances into consideration, the Carrier will take all measures that can reasonably be required to avoid or mitigate the damages caused by the advance Flight departure, overbooking and cancellation.

7. Schedule Irregularities: Carrier controlled:

a. Within 14 days to travel, downgrade compensation will be limited to:

Domestic

- i. Original Cabin: Business  
Cabin travelled: Premium  
Compensation: 40% of base fare for affected segment

- ii. Original Cabin: Business  
Cabin travelled: Economy  
Compensation: 40% of base fare for affected segment to the original form of payment
- iii. Original Cabin: Premium  
Cabin travelled: Economy  
Compensation: 40% of base fare for base fare for affected segment.

i) The Passenger will also have the option to cancel booking and refund to original form of payment. The cancel fee will be waived.

8. Schedule Irregularities: non-Carrier controlled:

a) Within 14 days to travel, downgrade compensation will be limited to fare difference between classes of services.

#### (E) Tarmac Delays

1. In the event that a flight operated by the Carrier is delayed on the tarmac after the doors of the aircraft are closed for take-off or after the flight has landed, the Carrier will provide access to lavatories in working order if equipped, proper ventilation, heating and cooling of the aircraft, food and drink in reasonable quantities, and the means to communicate with people outside the aircraft, when feasible.
2. During a tarmac delay, the Carrier has an obligation to facilitate access to medical assistance in the event that a passenger requires urgent medical assistance and will take all reasonable steps to facilitate such access.
3. In the event that a flight operated by the carrier is delayed on the tarmac, while at an airport in Canada, the Carrier will provide passengers the opportunity to disembark after three hours of the aircraft doors being closed for take-off or three hours after landing, unless it is likely that take-off will occur less than three hours and 45 minutes after the aircraft doors are closed for takeoff and the

Carrier is able to continue to provide access to lavatories in working order if equipped, proper ventilation, heating and cooling of the aircraft, food and drink in reasonable quantities, and the means to communicate with people outside the aircraft, when feasible.

4. The Carrier will not allow passengers on a flight to disembark if not possible, including if it is not possible for reasons related to safety and security or due to directions by air traffic control or customs control.
5. If the Carrier allows passengers to disembark, priority will be given to passengers with disabilities and their support person, service, if any, when feasible.

(F) Delays, Cancellations or Denial of Boarding Outside of the Control of the Carrier

1. A delay, cancellation or Denial of Boarding is deemed outside of the control of the Carrier if it is caused by an Event of Force Majeure.
2. When a delay, cancellation or denial of boarding has occurred and is due to situations outside of the Carrier's control, the Carrier will provide passengers with the reason for the delay, cancellation or Denial of Boarding, provide information related to compensation to which passengers may be entitled to, provide information regarding the standard of treatment for passengers, if any, and provide information regarding the recourse available against the Carrier, including recourse to the Canadian Transportation Agency, if applicable.
3. The carrier will communicate new information to passengers as soon as feasible and will provide updates to passengers every 30 minutes until a new departure time is set or alternative travel arrangements have been made. The method of communication will be provided in the method preferred by a passenger, if indicated, and in a method that is compatible with adaptive technologies intended to assist persons with disabilities, if applicable.

(G) Delays, Cancellations or Denial of Boarding within the Carrier's Control but required for Safety Purposes

1. A delay, cancellation or Denial of Boarding is deemed within the control of the Carrier but required for safety purposes when required by law in order to reduce risk to passenger safety and includes required safety decisions made within the

authority of the pilot of an aircraft or a decision made through a safety management system to ensure aviation safety or the safety of the public but does not include scheduled aircraft maintenance.

2. The Carrier will provide passengers with the reason for the delay, cancellation or denial of boarding, provide information related to compensation to which passengers may be entitled to, provide information regarding the standard of treatment for passengers, if any, and provide information regarding the recourse available against the Carrier, including recourse to the Canadian Transportation Agency, if applicable.
3. The Carrier will communicate new information to passengers as soon as feasible and will provide updates to passengers every 30 minutes until a new departure time is set or alternative travel arrangements have been made. The method of communication will be provided in the method preferred by a passenger, if indicated, and in a method that is compatible with adaptive technologies intended to assist persons with disabilities, if applicable.
4. The Carrier will not deny boarding due to situations within the Carrier's control but required for safety purposes unless the carrier has asked all passengers if they are willing to give up their seat. The carrier will not deny boarding to a passenger who is already on board the aircraft, unless the denial of boarding is required for safety.
5. The carrier may offer a benefit in exchange for a passenger willingly giving up their seat and will provide written confirmation of the benefit if accepted by the passenger. Passengers accepting such benefits shall not be entitled to compensation amounts under the APPR.
6. If Denial of boarding is necessary, the Carrier will select passengers who will be denied boarding, giving priority to unaccompanied minors, a person with a Disability and their support person, service animal, , if any, a passenger who is travelling with family member, and a passenger who was previously denied boarding on the same ticket, in that order.

#### (H) Delays, Cancellations or Denial of Boarding within the Carrier's Control

1. When a delay, cancellation or denial of boarding has occurred and is due to situations within the Carrier's control, the Carrier will provide passengers with

the reason for the delay, cancellation or denial of boarding, provide information related to compensation to which passengers may be entitled to, provide information regarding the standard of treatment for passengers, if any, and provide information regarding the recourse available against the carrier, including recourse to the Canadian Transportation Agency, if applicable.

2. The Carrier will communicate new information to passengers as soon as feasible and will provide updates to passengers every 30 minutes until a new departure time is set or alternative travel arrangements have been made. The method of communication will be provided in the method preferred by a passenger, if indicated, and in a method that is compatible with adaptive technologies intended to assist persons with disabilities, if applicable.
3. The Carrier will not deny boarding due to situations within the carrier's control unless the Carrier has asked all passengers if they are willing to give up their seat. The Carrier will not deny boarding to a passenger who is already on board the aircraft, unless the denial of boarding is required for safety.
4. The Carrier may offer a benefit in exchange for a passenger willingly giving up their seat and will provide written confirmation of a benefit if accepted by a passenger. Passengers accepting such benefits shall not be entitled to compensation amounts under the APPR.
5. If denial of boarding is necessary, the Carrier will select passengers who will be denied boarding, giving priority to unaccompanied minors, a person with a Disability and their support person, service animal, , if any, a passenger who is travelling with family member, and a passenger who was previously denied boarding on the same ticket, in that order.

#### (I) Passenger Options – Re-Rerouting or Refund

1. In the event of a delay, not within the Carrier's control that results in a cancellation or delay of 3 hours or more, the Carrier will provide the following:
  - a. Upon request by a passenger, the Carrier will provide alternative travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible or a refund. The Carrier will provide a confirmed reservation

on the next available flight operated by the Carrier or on a flight operated by a Carrier with which the original Carrier has a commercial agreement, if the next available flight is travelling on a reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket, and departs within 48 hours of the departure time that is indicated on the original ticket.

- b. If the Carrier cannot provide such a confirmed reservation, the Carrier will provide a refund or a confirmed reservation for a flight operated by any Carrier travelling on any reasonable air route from the airport at which the passenger is located, or another airport that is within a reasonable distance of that airport, to the destination that is indicated on the passenger's original ticket.  
Transportation will be provided from the airport that the passenger is located to the new departure airport, if applicable.
- c. The carrier will, to the extent possible, provide comparable travel arrangements to the original ticket, and will not request supplementary payment if the alternative travel arrangements provide for a higher class of service.
- d. Refunds will be provided for any additional services purchased by a passenger in connection with the original ticket if the passenger did not receive those services on the alternate flight or the passenger paid for those services a second time. Refunds will be paid by the method used for the original payment and to the person who purchased the ticket or additional service.
- e. However, if a passenger who chooses to be refunded is no longer at the point of origin that is indicated on the original ticket and the travel no longer serves a purpose because of the delay or cancellation, the Carrier must refund the ticket

and provide to the passenger, free of charge, a confirmed reservation for a flight to that point of origin that accommodates the passenger's travel needs.

2. In the event of a flight cancellation or denial of boarding due to situations outside the Carrier's control, the Carrier will provide the following:
  - a. The Carrier will provide alternative travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible. The Carrier will provide a confirmed reservation on the next available flight operated by the carrier or on a flight operated by a Carrier with which the original carrier has a commercial agreement, if the next available flight is travelling on a reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket, and departs within 48 hours of the departure time that is indicated on the original ticket.
  - b. If the Carrier cannot provide such a confirmed reservation, at the passenger's choice, refund any unused portion of the ticket or provide the following alternate travel arrangements, free of charge a confirmed reservation for a flight operated by any Carrier travelling on any reasonable air route from the airport at which the passenger is located, or another airport that is within a reasonable distance of that airport, to the destination that is indicated on the passenger's original ticket. Transportation will be provided from the airport that the passenger is located to the new departure airport, if applicable.
  - c. The Carrier will, to the extent possible, provide comparable travel arrangements to the original ticket, and will not request supplementary payment if the alternative travel arrangements provide for a higher class of service.

3. In the event of a delay of 3 hours or more due to situations within the Carrier's control or within the Carrier's control but required for safety purposes, the Carrier will provide the following upon passenger request:
  - a. The Carrier will provide alternative travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible. The Carrier will provide a confirmed reservation on the next available flight operated by the Carrier or on a flight operated by a carrier with which the original carrier has a commercial agreement, if the next available flight is travelling on a reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket and departs within 9 hours of the departure time that is located on the original ticket.
  - b. If the Carrier cannot provide such a confirmed reservation, the Carrier will provide a confirmed reservation for a flight operated by any Carrier travelling on any reasonable air route from the airport at which the passenger is located that departs within 48 hours of the departure time that is indicated on the original ticket.
  - c. If the Carrier cannot provide such a confirmed reservation, the Carrier will provide transportation to another airport that is within a reasonable distance of the airport at which the passenger is located and a confirmed reservation for a flight that is operated by any Carrier on any reasonable air route from that other airport to the destination that is indicated on the passenger's original ticket.
  - d. The Carrier will, to the extent possible, provide comparable travel arrangements to the original ticket, and will not request supplementary payment if the alternative travel arrangements provide for a higher class of



service. If the class of service is lower than the original ticket, the carrier will refund the difference in the cost of the applicable portion of the ticket.

- e. Refunds will be provided for any additional services purchased by a passenger in connection with the original ticket if the passenger did not receive those services on the alternate flight or the passenger paid for those services a second time. Refunds will be paid by the method used for the original payment and to the person who purchased the ticket or additional service.
  - f. If the alternative travel arrangements do not meet the passenger's needs, the Carrier will refund the unused portion on the ticket. If the passenger is no longer at the point of origin and the travel no longer serves a purpose because of the delay, the Carrier will refund the ticket and provide a confirmed reservation for a flight that is to the point of origin and accommodates the passenger's travel needs. Refunds will be paid by the method used for the original payment and to the person who purchased the ticket or additional service.
  - g. The Carrier will, to the extent possible, provide comparable travel arrangements to the original ticket, and will not request supplementary payment if the alternative travel arrangements provide for a higher class of service.
4. In the event of a Flight Cancellation or Denial of Boarding within the Carrier's control or a Flight Cancellation or Denial of Boarding within the Carrier's control but required for safety purposes, the Carrier will provide the following:
    - a. The Carrier will provide alternative travel arrangements free of charge to ensure that passengers complete their itinerary as soon as feasible. The Carrier will provide a confirmed reservation on the next available flight operated by the

Carrier or on a flight operated by a carrier with which the original carrier has a commercial agreement, if the next available flight is travelling on a reasonable air route from the airport at which the passenger is located to the destination that is indicated on the passenger's original ticket, and departs within 9 hours of the departure time that is located on the original ticket.

- b. If the Carrier cannot provide such a confirmed reservation, the Carrier will provide a confirmed reservation for a flight operated by any Carrier travelling on any reasonable air route from the airport at which the Passenger is located that departs within 48 hours of the departure time that is indicated on the original ticket.
- c. If the Carrier cannot provide such a confirmed reservation, the Carrier will provide transportation to another airport that is within a reasonable distance of the airport at which the passenger is located and a confirmed reservation for a flight that is operated by any Carrier on any reasonable air route from that other airport to the destination that is indicated on the passenger's original ticket.
- d. The Carrier will, to the extent possible, provide comparable travel arrangements to the original ticket, and will not request supplementary payment if the alternative travel arrangements provide for a higher class of service. If the class of service is lower than the original ticket, the carrier will refund the difference in the cost of the applicable portion of the ticket.
- e. Refunds will be provided for any additional services purchased by a passenger in connection with the original ticket if the passenger did not receive those services on the alternate flight or the passenger paid for those services a second time. Refunds will be paid by the method used for the original payment and to the person who purchased the ticket or additional service.
- f. If the alternative travel arrangements do not meet the Passenger's needs, the Carrier will refund the unused portion on the ticket. If the passenger is no longer at the point of origin and the travel no longer serves a purpose because of the delay, the Carrier will refund the ticket and provide a confirmed reservation for a

flight that is to the point of origin and accommodates the passenger's travel needs. Refunds will be paid by the method used for the original payment and to the person who purchased the ticket or additional service.

- g. The Carrier will, to the extent possible, provide comparable travel arrangements to the original ticket, and will not request supplementary payment if the alternative travel arrangements provide for a higher class of service.

#### (J) Right to Care

1. For flights departing on or after December 15, 2019: In the event of a delay or flight cancellation within the Carrier's control or within the Carrier's control and required for safety purposes, in which a passenger is informed of the delay less than 12 hours before the schedule departure time indicated on the original ticket, and the passenger has waited two hours after the departure time indicated on the ticket, a Passenger will be offered the following:

- a. A meal voucher
- b. Access to a means of communication, if necessary.
- c. If the Carrier expects that the passenger will be required to wait overnight for their original flight or a reserved flight as part of alternative travel arrangements, the Carrier will offer, free of charge, hotel or other comparable accommodation as well as transportation to and from the accommodation, taking into consideration the location of the passenger.
- d. The Carrier may limit or refuse to provide any of the above standards of treatment if providing the treatment would further delay the passenger.

1. In case of a Denied Boarding due to situations within the Carrier's control or within the Carrier's control but required for safety purposes, a passenger will be offered the following:

- a. Before a passenger boards a flight reserved as part of an alternate travel arrangement, the Carrier will provide the passenger a meal voucher and access to a means of communication.
- b. If the Carrier expects that the passenger will be required to wait overnight for their original flight or a reserved flight as part of alternative travel arrangements, the Carrier will offer, free of charge, hotel or other comparable accommodation as well as transportation to and from the accommodation, taking into consideration the location of the passenger.
- c. The Carrier may limit or refuse to provide any of the above standards of treatment if providing the treatment would further delay the passenger.

## Rule 95: Compensation for Delays, Cancellations and Denial of Boarding

(A) Compensation for denial of boarding due to situations within the Carrier's control:

In addition to the applicable requirements set out above, the following will apply:

### 1. Conditions of payment

- a. The Passenger holding a confirmed and ticketed reservation must present him/herself for carriage in accordance with this Tariff: having complied fully with the Carrier's applicable reservation, ticketing, check-in and boarding requirements within the time limits; and,
- b. The Carrier must not have been able to accommodate the passenger on the Flight on which he or she held confirmed and ticketed reservations and the Flight departed without the passenger.

### 2. A Passenger will not be eligible for compensation under the following conditions:

- a. The Passenger who checks-in after the Carrier's check-in cut-off time or presents him/herself at the boarding area after the Carrier's boarding cut-off time will not receive denied boarding compensation and will have his/her reservations cancelled.
- b. When a Flight on which the Passenger holds confirmed and ticketed reservations is cancelled.
- c. When space on a Flight has been requisitioned by a government or public authority or by medical authorities for emergency transportation.
- d. If, for operational and safety reasons beyond the Carrier's control, the aircraft has been substituted with one having lesser capacity and the Carrier took all

reasonable measures to avoid the substitution or that it was impossible for the Carrier to take such measures.

### 3. Amount of Compensation:

- a. The Carrier will provide compensation in the amounts set out below to passengers who are denied boarding due to situations within the Carrier's control. Compensation will be paid as soon as operationally feasible, and no later than 48 hours after the denial of boarding. If compensation cannot be provided to the passenger before the boarding of the Flight as part of alternative travel arrangements, the Carrier will provide written confirmation of what is owed.
- b. The amount of compensation will be determined based on the estimated arrival time of the Flight reserved as part of alternative travel arrangements. adjustment will be made to the amount of compensation if the expected time of arrival and the actual time of arrival are different. Arrival means that one of the doors of the aircraft has been opened after landing to allow passengers to leave the aircraft.
- c. Regardless of the fare paid, passengers are entitled to monetary compensation as follows:
  - i. \$900 CAD, if the arrival of the passenger at the destination that is indicated on the original ticket is delayed by less than six (6) hours;
  - ii. \$1,800 CAD, if the arrival of the passenger at the destination that is indicated on the original ticket is delayed by six (6) hours or more, but less than nine (9) hours; and
  - iii. \$2,400 CAD, if the arrival of the passenger at the destination that is indicated on the original ticket is delayed by nine (9) hours or more.
- d. The Carrier will compensate the passenger in the form of money unless it offers compensation in another form that has a greater monetary value than the applicable amounts referred to in this section, the passenger has been informed of the monetary value in writing and the alternative form of compensation does

not expire. The passenger must confirm in writing that the passenger has been informed of the right to monetary compensation and has chosen to accept the alternative form of compensation.

#### (B) Applicability

1. This rule applies to all passengers irrespective of the type of ticketed fare.
2. A Passenger who fails to check-in or present themselves at the boarding area within the Carrier's check-in cut-off time and/or boarding cut-off time as specified in Rule 40(f), check-in time limits, will not receive compensation, will at the carrier's discretion have their reservations cancelled and will be subject to the terms and conditions associated with the fare on which he or she is travelling.
3. Subject to applicable law, passengers will not be compensated by the Carrier twice (i.e. double compensation) for the same event.
4. Space and weight limitations
  - a. Passengers will only be carried within the space and weight limitations of the Carrier's aircraft, and the Carrier reserves the right to deny boarding or transport to any person in order to comply with such limitations. If this policy results in a passenger being denied boarding on an aircraft for which such passenger has paid a fare, then the following shall apply:
    - i. If the Passenger has not checked in within the required cut-off times outlined in rule 40 (F). The passenger shall forfeit his or her right to obtain a refund of any fare paid in respect of the Flight;
    - ii. If the passenger is denied boarding after checking in within the appropriate time limit before planned departure, such passenger may be entitled to compensation.

5. Safe Travel

- a. The Carrier is not responsible for Events of Force Majeure or the acts of third parties. The Carrier is legally obligated to maintain the highest standards of aviation safety and cannot be encouraged to fly when it is not safe to do so. Similarly, the Carrier cannot be held responsible for inclement weather or the actions of third parties such as acts of government or air traffic control, airport authorities, security agencies, law enforcement or customs and immigration officials.
- b. There is nothing more important to the Carrier than the safety of its Passengers and employees. The Carrier will never knowingly put anyone at risk for any reason. If there ever is, or we suspect there is, any situation that might put anyone in harm's way we will make decisions and take actions to remove the risk. As such, the Carrier will neither depart nor fly if it is not safe to do so nor attempt an arrivals approach if it is not safe to do so.

(C) For Flights Departing On or After December 15, 2019: Compensation for Inconvenience resulting from Delays or Cancellations within the Control of the Carrier

If a passenger is informed 14 days or less before the departure time on their ticket that the arrival of their flight at the destination that is indicated on their ticket will be delayed by at least three hours, and the delay is a caused by a situation under the Carrier's control, compensation will be provided if a passenger files a request for compensation with the carrier before the first anniversary of the day on which the flight delay occurred.

Within 30 days from the date on which the carrier receives the request, the carrier will provide the compensation or an explanation why the compensation is not payable.



The Carrier will provide compensation in the following amounts to Passengers who are delayed due to delay or cancellation and when that delay is within the Control of the Carrier and when the passenger was informed 14 days or less about the delay. Regardless of the Fare paid, Passengers are entitled to a monetary compensation as follows:

- a. no compensation if the delay is less than three hours;
- b. \$400, if the delay is three hours or more but less than six hours;
- c. \$700, if the delay is more than six hours but less than nine hours; and
- d. \$1000, if the delay is more than nine hours.

If a Passenger is informed 14 days or less before the departure time on their ticket that the arrival of their flight at the destination that is indicated on their ticket will be delayed and the passenger's ticket is refunded, the Carrier will compensate the passenger in the amount of \$400, if compensation is requested by the passenger.

The Carrier will compensate the Passenger in the form of money unless it offers compensation in another form that has a greater monetary value than the applicable amounts referred to in this section, the Passenger has been informed of the monetary value in writing and the alternative form of compensation does not expire. The passenger must confirm in writing that the Passenger has been informed of the right to monetary compensation and has chosen to accept the alternative form of compensation.

(D) Claims made for delay, cancellation or denial of boarding

(1) In the event of delays, cancellations or Denied Boarding, a Passenger must submit claims directly to the Carrier and allow the Carrier 30 days or such time as prescribed by applicable law (whichever is the shorter time period) to respond directly to the Passenger before engaging third parties to claim on the Passenger's behalf.

(2) The Carrier will not consider or process claims submitted by a third party if the passenger concerned has not submitted the claim directly to the Carrier and allowed the Carrier time to respond, in accordance with (1) above.

(3) If a passenger does not have the capacity or the ability to submit a claim personally, the legal guardian or a representative of said passenger may submit a claim to the Carrier on the passenger's behalf. The Carrier may request evidence that the legal guardian or the representative has authority to submit a claim on the passenger's behalf.

(4) A passenger may submit a claim to the Carrier on behalf of other passengers on the same booking. The Carrier may request evidence that the passenger has the consent of other passengers on the booking to submit a claim on their behalf.

(5) The Carrier will not consider or process claims submitted by a third party unless the claim is accompanied by appropriate documentation duly evidencing the authority of the third party to act on behalf of the passenger.

(6) Passengers are not prohibited by this clause from consulting legal or other third-party advisers before submitting their claim directly to the Carrier.

(7) Any payment or refund will be made by cheque, email transfer, bank transfer, or through an online/electronic platform directly to the passenger, at the choice of the Carrier. The Carrier may request evidence that the bank account is held by the passenger concerned.

(E) Out-of-pocket expenses

From time to time, Passengers may incur personal expenses which are a direct result of an unsatisfactory delivery of passenger transportation and/or related ancillary services.

This may include hotel accommodations, charges for communications, ground transfer services or meals other than those served on board an aircraft. On a case-by-case basis, the Carrier may reimburse Passengers reasonable expenses arising from the delay. The Passenger will be required to provide receipts as proof of the expense incurred. If the Carrier reimburses the Passenger, a portion of the amount paid is on account of tax. This policy is not intended to supersede, or conflict with, requirements under applicable passenger protection regulations.

## **Rule 105: Refusal to Transport**

Passenger(s) who engage in any of the conduct described in this rule shall be liable to the Carrier for any and all claims, damages, losses, fines, penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever (including but not limited to interest, court costs and attorneys' fees), which in any way arises out of or results from the conduct, including but not limited to delay, injury to or death of any person, damage to or destruction of any property, real or personal, and liability or obligations under or with respect to any violation of law or regulation, all of which are without prejudice to the Carrier's other rights and recourses, including recourses provided in the Carrier's frequent flyer program or the filing of criminal or statutory charges.

### **(A) Refusal to Transport – Removal of Passenger**

The Carrier, in its sole discretion, may refuse to transport, or may remove any Passenger at any point for any of the following reasons:

1. Whenever it is necessary or advisable to:
  - a. comply with any government regulation;
  - b. comply with any government request for emergency transportation; or,
  - c. address Events of Force Majeure;
  
2. When the Passenger refuses to permit a search of his person or property for explosives or for concealed, prohibited, deadly or dangerous weapon(s) or article(s);
  
3. When the Passenger's name on their reservation does not match their identification or travel documents;

4. When the Passenger refuses a request to produce government-issued identification to demonstrate proof of identity.

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

The Carrier is also required to screen each Passenger who appears to be 18 years of age or older by comparing the Passenger, and in particular the Passenger's entire face, against one piece of government-issued photo identification that shows the Passenger's name, date of birth and gender; or two pieces (without photo) of government-issued identification at least one of which shows the Passenger's name, date of birth and gender.

#### 5. Immigration or Other Similar Considerations

When the Passenger is to travel across any international boundary, if:

- a. The travel documents of the Passenger are not in order; or,
- b. For any reason the Passenger's embarkation from, transit through, or entry into any country from, through, or to which the Passenger desires transportation would be unlawful or would otherwise not be permitted.

#### 6. Failure to Comply with Carrier's Rules and Regulations

When the Passenger fails or refuses to comply with rules and regulations of the Carrier as stated in this Tariff.

## 7. Passenger's Condition

- a. When the Passenger's actions or inactions prove to the Carrier that his/her mental, cognitive, or physical condition is such as to render him/her incapable of caring for himself/herself without assistance or medical treatment enroute unless:
  - i. the Passenger is accompanied by an Attendant who will be responsible for assisting with the Passenger's needs enroute such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the Carrier; and,
  - ii. the Passenger complies with requirements of Rule(s) 70 or 71, Carriage of Persons with Disabilities.

Exception: (for transportation to/from and within Canada) the Carrier will accept the determination of a Passenger with a Disability as to self-reliance as per Rule(s) 70 or 71, Carriage of Persons with Disabilities.

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

- b. When the Passenger has a contagious disease.
- c. When the Passenger has an offensive odour.
- d. Medical clearance.

When the Carrier determines, in good faith and using its reasonable discretion, that a Passenger's medical or physical condition involves an unusual hazard or risk to their self or other persons (including, in the case of expectant mothers, unborn children) or property. The Carrier can require the Passenger to provide a medical certificate that then may be assessed by the Carrier's own medical officer as a condition of the

Passenger's acceptance for subsequent travel. The Carrier may refuse transportation to the person posing such hazard or risk.

Note: Pregnant Passengers:

- i. An expectant mother with a complication-free pregnancy can travel on the Carrier's Flights up to the 36th week of her pregnancy or up to four weeks before her expected due date without a medical certificate.
- ii. An expectant mother who is in or beyond the 36th week of her pregnancy must present a medical certificate, dated within 72 hours of the scheduled time of departure. The certificate must state that the physician has examined the patient and found her to be physically fit for travel by air and the certificate must state the estimated date of birth.

#### 8. Failure to Provide a Suitable Escort

When the Passenger requires an escort due to a mental health condition and under care of a psychiatric institution or in the custody of law enforcement personnel or other responsible authority and the necessary arrangements have not been made with the Carrier in advanced of the departure of the Flight, the Passenger will be denied boarding.

However, the Carrier will accept escorted Passengers under the following conditions when the Passenger has a mental health condition and is under care of a psychiatric institution or in custody of law enforcement personnel or other responsible authority:

- a. Medical authority furnishes assurance, in writing, that an escorted person with a mental health condition can be transported safely.
- b. Request for carriage is made at least 48 hours before scheduled departure.
- c. The escort must accompany the escorted Passenger at all times.

## 9. Service Dog – Failure to Present Documentation, Inadequate Notice and Prohibited Conduct

Service Dogs will be refused transport if:

- a. the person with a Disability fails to have in their possession documentation at the time of check-in which demonstrates that the dog has all the necessary valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit.
- b. the Service Dog is over the size allowance for a single passenger seat, and additional space was not requested in advance and cannot be arranged due to flight capacity limitations or in time to meet the Boarding Cut-off Time.
- c. the person does not have the required control measures for the dog, or the control measures do not identify the dog as a “Service Animal” or “Service Dog”.
- d. the Service Dog was running freely.
- e. the Service Dog was barking or growling repeatedly at other persons
- f. the Service Dog bit another passenger, an employee or contractor of the carrier, or another person at the airport or onboard the aircraft.
- g. the Service Dog was jumping on people.
- h. the Service Dog urinated or defecated in the cabin or gate areas.
- i. the Service Dog was causing significant disruption in the cabin or at an airport gate area.

## (B) Passenger’s Conduct – Refusal to Transport – Prohibited Conduct and Sanctions

### 1. Prohibited Conduct

Without limiting the generality of the preceding provisions, the following constitutes prohibited conduct where it may be necessary, in the reasonable discretion of the Carrier, to take action to ensure the physical comfort or safety of the person, other



Passengers (in the future and present) and/or the Carrier's employees; the safety of the aircraft; the unhindered performance of the Air Crew members in their duty onboard the aircraft; or safe and adequate Flight operations:

- a. The person, in the reasonable judgment of the Carrier, is under the influence of alcohol or drugs (except a patient under medical care).
- b. The person's conduct, or condition is or has been known to be abusive, offensive, threatening, intimidating, violent or otherwise disorderly, and, in the reasonable judgment of the Carrier, there is a possibility that the person would cause disruption or serious impairment to the physical comfort or safety of other Passengers or Carrier's employees, interfere with an Air Crew member in the performance of his/her duties, or otherwise jeopardize safe and adequate Flight operations.
- c. The person's conduct involves any hazard or risk to their self or other persons or to property.
- d. The person fails to observe the instructions of the aircraft crew, including instructions to stop any prohibited conduct.
- e. The person is unable or unwilling to sit in his/her assigned seat with the seat belt fastened.
- f. The person smokes or attempts to smoke in the aircraft.
- g. The person uses or continues to use a cellular phone, a laptop computer or another electronic device onboard the aircraft after being advised to stop such use by a member of the Air Crew.
- h. The person is filming, photographing, or recording images, by any electronic means, of other Passengers and/or Cabin Crew or Flight Crew without the express consent of the person(s) being filmed, photographed or recorded, or continuing to film, photograph, or record the image of other Passengers and/or Cabin/Flight Crew after being advised to cease such conduct by a member of the Cabin/Flight Crew.

- i. The person is barefoot.
- j. The person is inappropriately dressed.
- k. The person has a prohibited article or concealed or unconcealed weapon(s).  
However, the Carrier will carry law enforcement or armed forces personnel who meet the qualifications and conditions established under government
- l. The person has resisted or may reasonably be believed to be capable of resisting escorts.
- m. The Carrier will refuse transport to a passenger that presents a biohazard risk to Carrier employees and/or other passengers due to emesis (vomit), urine, feces, or other bodily fluids.

## 2. Carrier Response to Prohibited Conduct

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

- a. Removal of the Passenger at any point.
- b. Probation: At any time, the Carrier may stipulate that the Passenger is to follow certain probationary conditions, such as to not engage in prohibited conduct, in order for the Carrier to provide transport to the Passenger. Such probationary conditions may be imposed for any length of time which, in the exercise of the Carrier's reasonable discretion, is necessary to ensure the Passenger continues to avoid prohibited conduct.
- c. Refusal to Transport the Passenger: The length of this refusal to transport may range from a one-time refusal to a longer period determined at the reasonable discretion of the Carrier in light of the circumstances. Such refusal will be for a period appropriate to the nature of the prohibited conduct and until the Carrier is satisfied that the Passenger no longer constitutes a threat to the safety of

other Passengers, Air Crew or the aircraft or to the comfort of other Passengers or Air Crew; the unhindered performance of the Air Crew members in their duty onboard the aircraft; or safe and adequate Flight operations.

- d. The following conduct will automatically result in a refusal to transport, up to a possible lifetime ban:
- i. The person continues to interfere with the performance of a Air Crew member's duties despite verbal warnings by the Air Crew to stop such behaviour.
  - ii. The person injures an Air Crew member or other Passenger or subjects an Air Crew member or other Passenger to a credible threat of injury.
  - iii. The person displays conduct that requires an unscheduled landing and/or the use of restraints such as ties and handcuffs.
  - iv. The person repeats a prohibited conduct after receiving a notice of probation as mentioned in 2 above.

#### (C) Recourse of the Passenger/Limitation of Liability

The Carrier's liability in case of refusal to carry a Passenger for a specific Flight or removal of a Passenger en route for any reason specified in the foregoing paragraphs will be limited to the recovery of the refund value of the unused portion of the Passenger's Ticket in accordance with Rule 125(B), Involuntary Refunds.

A person who is refused carriage for a period of time, up to a lifetime ban, or to whom a probation notice is served may provide to the Carrier, in writing, the reasons why he/she believes they no longer poses a threat to the safety or comfort of Passengers or Air Crew, or to the safety of the aircraft. Such document may be sent to the address provided in the refusal to carry notice or the notice of probation.

The Carrier will respond to the Passenger within a reasonable period of time providing Carrier's assessment as to whether it remains necessary to continue the ban or maintain the probation period.

## Rule 115: Tickets

### (A) General

1. A Ticket will not be issued and the Carrier will not carry the Passenger unless the Passenger has paid the applicable Fare.
2. Before boarding, the Passenger must present the Carrier with proof that he/she has been issued a valid Ticket for the Flight. Such proof must be in the form of an Itinerary/Receipt, a record locator or Reservation number, or Boarding Pass and the Passenger must provide the Carrier with positive identification to be entitled to transportation. The Ticket will give the Passenger the right to transportation only between the points of Origin and Destination, and on the dates, times and via the routing shown on the Ticket.
3. Flight coupons will be honoured only in the order, in which they are displayed on the Passenger's Ticket and stored in the Carrier's database.
4. The Ticket remains at all times the property of the Carrier which issued the Ticket.
5. The Carrier does not permit the Passenger to hold more than one confirmed Reservation/Ticket on the same departure Flight/Origin and Destination for the same travel date.

### (B) Validity for Carriage

1. General: When validated, the Ticket is good for carriage from the airport of departure to the airport of Destination via the route shown on the Ticket, for the applicable Fare Type and is valid for the applicable period of time. The Passenger will be accepted for carriage on the date and Flight segments for which a seat has been reserved. The Carrier's agreement to accept a Reservation request is subject to the availability of space. The place and date of issue are then indicated on the Ticket.

### (C) Upgrading (Changing from a Lower to a Higher Fare Ticket)

1. Before travel commences, with the exception of UltraBasic fare types, a Passenger may upgrade to a Fare of higher value to travel to any of the Carrier's destinations in the world provided travel is in accordance with 2 below.
2. Passengers upgrading in accordance with 1 above, may do so provided:
  - a. Ticketing and advance purchase requirements of the new Fare have been met;
  - b. Travel is via Carrier; and
  - c. The difference in Fares has been paid.

### (D) Coupon Sequence

Flights appearing on the Passenger's itinerary receipt and in the Carrier's database must be used in sequence from the place of departure as shown on the Passenger's Ticket. Each Flight coupon will be accepted for transportation in the class of service on the date and Flight for which space has been reserved.

### (E) Non-transferability

A Ticket is not transferable.

Note: The Carrier will not be liable to the person named on the Ticket if the Ticket is either presented for transportation or for a refund by another person. The Carrier will refuse transportation to any person other than the person named on the Ticket.

### (F) Invalidated Tickets

If the Passenger attempts to circumvent any term or condition of sale or travel, this will cause the Passenger's Ticket to be invalid and the Carrier will have the right to:

- Cancel any remaining portion of the Passenger's itinerary; and

- Confiscate unused Flight coupons; and
- Refuse to board the Passenger or check the Passenger's Baggage.

#### (G) Passenger Non-Compliance

For the purpose of this Rule, "Hidden City/Point Beyond Ticketing" means the purchase of a Ticket or Itinerary from a point before the Passenger's actual Origin or to a point beyond the Passenger's actual Destination as shown on an Itinerary in order to obtain a lower fare than could otherwise be applicable.

##### 1. Prohibition

The Carrier specifically prohibits the practice commonly known as Hidden City/Point Beyond Ticketing. Accordingly, a Passenger shall not purchase one or more Tickets or Itineraries that constitute Hidden City/Point Beyond Ticketing in order to obtain a lower Fare than could otherwise be applicable. A Ticket is invalid if used for travel to a Destination other than that specified on the Ticket or Itinerary.

##### 2. WestJet Remedies

Where one or more Tickets or Itineraries have been purchased in furtherance of Hidden City/Point Beyond Ticketing, the Carrier has the right in its sole discretion to:

(a) cancel any remaining portion of the Passenger's Ticket or Itinerary;

(b) refuse to board the Passenger or to check in the Passenger or the Passenger's Baggage; or

(c) assess the Passenger for the reasonable remaining value of the Ticket, which shall be no less than the difference between the Fare actually paid by the Passenger and the Fare that the Passenger would have paid if they had booked an Itinerary that only included Flights between the points actually flown.

## Part IV – After Travel

### Rule 120: Limitations of Liability

#### (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

Liability in the case of death or injury of a Passenger

1. In no cases shall the Carrier's liability exceed the actual loss suffered by the Passenger. All claims are subject to proof of amount of loss.
2. The maximum liability of Westjet for claims of death or bodily injury is subject to local Applicable Law in most cases. The maximum liability of Westjet for claims related to passenger delays in most cases is 5,346 Special Drawing Rights per passenger until December 27, 2024, and 6,303 Special Drawing Rights per passenger commencing on December 28, 2024.
3. The Carrier is not liable:
  - a. In the case of any Passenger whose age or mental or physical condition, including pregnancy, presents a risk or hazard, for any damages sustained by that Passenger that would not have been sustained but for his/her age or mental or physical condition; or
  - b. In the case of a pregnant Passenger, for any damages in respect of the unborn child of that Passenger.



The Carrier shall in no way be liable to any Passenger, Air Crew, employee or other person for any special, indirect, punitive, aggravated, exemplary or consequential damages in respect of the Carrier's Passenger Liability.

Notwithstanding anything to the contrary contained in this Tariff, the Carrier shall not be liable to any Passenger, Air Crew, employee or other person for damages sustained by the Passenger, Air Crew, employee or other person due to the negligence, acts or omissions of that Passenger, other Passengers, Air Crew, employee or other person or the negligence, acts or omissions of any other person, including any other air carrier, shipper, consignee or owner, their agents, representatives or employees, as applicable.

The Carrier will not be responsible or liable for a passenger missing a connection that is not included in the itinerary set out in the Ticket.

The Carrier will not be responsible or liable for a passenger missing a cruise, rail journey, or any other booking not made with the Carrier by reason of an insufficient amount of time between the scheduled arrival of a flight included in the itinerary set out in the ticket and the scheduled departure of the cruise, rail journey, or any other booking not made with the Carrier.

Liability in the case of destruction or loss of, damage to, or delay of Checked and Unchecked Baggage

If the Baggage does not arrive on the same Flight as the Passenger, the Carrier will:

- a. pay the amount of the Carrier's liability for any lost item calculated in accordance with the parts of this rule shall be referred to as 'basic carrier liability' which shall be up to 1,288 Special Drawing Rights (SDRs) per passenger until December 27, 2024, and 1,519 Special Drawing Rights per passenger commencing on

- December 28, 2024, including incidental expenses unless excess valuation has been purchased; or
- b. deliver located delayed Baggage to the Passenger at their residence/hotel.

After a 21-day delay, the Carrier will provide a settlement in accordance with the following rules:

- a. if no value is declared, the settlement will be for the value of the delayed Baggage or the “basic carrier liability” which shall be up to 1,288 SDRs per passenger until December 27, 2024, and 1,519 SDRs per passenger commencing on December 28, 2024, whichever is the lesser, and
- b. if value is declared, the settlement will be for the value of the delayed Baggage or the declared sum, whichever is the lesser. No charge shall be payable on that part of the declared value which does not exceed basic carrier liability.
- c. The rate for converting Special Drawing Rights into Canadian dollars shall be the rate prevailing on the date on which the amount of any damage to be paid by the Carrier is ascertained by a court or, in the event a settlement is agreed between Carrier and claimant, on the date settlement is agreed.
- d. For that part of the declared value which does exceed basic Carrier liability (excess valuation), a charge shall be payable at the rate of \$15 to a maximum total liability of \$4,000 including basic Carrier liability.
- e. Whether the Passenger declares value or not, in no case shall the Carrier's liability exceed the actual loss suffered by the Passenger. All claims are subject to proof of amount of loss. In the case of damage or partial loss, the person entitled to delivery must complain to the Carrier forthwith after discovery of the damage or partial loss, and, at the latest, within seven (7) days from the date of receipt of the Baggage. In the case of delay, the complaint must be made at the latest within twenty-one (21) days from the date on which the Baggage has been

- placed at his disposal. In the case of loss, the complaint must be made at the latest within 21 days from the date of Baggage should have been delivered.
- f. Every complaint, whether for loss, partial loss, damage or delay, must be made in writing and must be dispatched within the times aforesaid. Failing complaint within the times aforesaid, no action shall lie against the Carrier.
  - g. If the Carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the Carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.
  - h. In any event, the Carrier shall not have any Liability under this Tariff for any loss or claim where Passenger has made a misrepresentation regarding proof of amount of loss or the circumstances regarding submission of proof of amount of loss.
  - i. In the case of Unchecked Baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
  - j. The Carrier is liable for the damage sustained in case of destruction or loss of, or damage to, Checked Baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the Checked Baggage was in the charge of the Carrier. However, the Carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the Baggage.
  - k. If the Passenger's Baggage is located at some point after 21 days, the Carrier will make one attempt to contact the Passenger using the contact information provided by the Passenger. If the Passenger has been provided with a settlement by the Carrier for the loss or partial loss of the Baggage, the Passenger shall be responsible for the collection or delivery of the Baggage at their own expense. If the Passenger has not yet been provided a settlement for the loss or partial loss

of the Baggage, the Carrier will take steps to deliver the Baggage to the Passenger's residence/hotel as soon as possible. If the Carrier is unable to contact the Passenger, the Baggage and all contents will be donated to a charitable organization at the Carrier's discretion. The Carrier does not receive any compensation or benefit from these donations.

### 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. If 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.

If a mobility aid is lost or damaged:

- a. The 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 lost and cannot be located, 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.

### 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) Limitations of Liability

1. The Carrier is not liable for destruction, loss, damage or delay of Unchecked Baggage arising out of or in connection with carriage or other supplementary services to carriage performed by the Carrier, unless such damage is caused by the negligence of the Carrier. Assistance offered to the Passenger by the Carrier's employees in loading, unloading or transferring Unchecked Baggage shall be considered as complimentary service to the Passenger. The Carrier is not liable for damage to such Unchecked Baggage incurred during, or, as a result of this service, unless such damage is caused by the negligence of the Carrier's employees.
2. The Carrier is not liable for any damages directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from the failure of the Passenger to comply with same or out of any cause beyond the Carrier's control.
3. The Carrier is liable for damage sustained in case of destruction or loss of, or of damage to, Checked Baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the Checked Baggage was in the charge of the Carrier. However, the Carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the Baggage.
4. The Carrier is not liable for damage to the Passenger's Baggage caused by contents of the Passenger's Baggage. Any Passenger whose property causes damage to another Passenger's Baggage or to the property of the Carrier will compensate the Carrier for all losses and expenses it incurs as a result.
5. When the Carrier has exercised reasonable care and attention to the handling and treatment of perishable items or fragile articles, it shall not be liable for spoilage resulting from the delay in delivery of any perishable items described in Rule 55, Baggage Acceptance, nor for the damage to, or damage caused by, fragile articles described in Rule 55, Baggage Acceptance, which are unsuitably packed.
6. The Carrier may refuse to accept any articles that do not constitute Baggage as this term is defined in Rule 55(A), but if these articles are delivered to and accepted by the Carrier they will be considered to be within the value of the Baggage and the Carrier's limit of liability.

7. Liability of the Carrier for damage will be limited to events on its own line, except in the case of Checked Baggage, with respect to successive carriage, in which case, the Passenger also has a right of action against the first or last Carrier involved in the transportation.
8. Any exclusion or limitation of liability of the Carrier under this Tariff or under the Passenger's Ticket will apply to agents, servants or representatives of the Carrier who were performing services in furtherance of the contract of carriage and also to any person whose aircraft is used by the Carrier and its agents, servants or representatives who are performing services in furtherance of the contract of carriage.

Unless stated to the contrary herein, and to the extent permitted by law, the Carrier's Passenger Liability in respect of the provision of any Flight, howsoever caused, including negligence of the Carrier, shall not exceed the limits set out herein. In respect of an Event of Force Majeure, the Carrier shall have no liability to a Passenger or other person affected thereby, other than as prescribed in this Tariff.

The Carrier shall not be liable for the destruction, loss, damage, or delay in delivery of any property which is not acceptable for transportation or for any other loss or damage of whatever nature resulting from any such loss or damage or from the transportation of such property including damage or delay to perishable items or loss or delay of unsuitably or inadequately packed items, to the extent that the destruction, loss or damage resulted from the inherent defect, quality or vice of the Baggage.

#### (D) Time Limitations on Claims and Actions

1. No action will be taken against the Carrier in case of loss or delay in the delivery of Checked and Unchecked Baggage unless the Passenger complains in writing to the Carrier within:

- a. 21 days from the date on which the Baggage has been placed at the Passenger's disposal (in the case of delay); or,
- b. 21 days from the date on which the Baggage should have been placed at the Passenger's disposal (in the case of loss).

2. In the case of damage to Checked Baggage, the Passenger must complain to the Carrier immediately after discovery of damage, and at the latest, within 7 days from receipt of the Baggage.

3. In the case of goods, no claim may be maintained as aforesaid, unless the Passenger notifies the Carrier within 24 hours of the claim arising, and presents evidence of the contents and declared value of the goods in writing to the Carrier at its head office within thirty (30) days after the occurrence of such event giving rise to the Carrier's Passenger Liability in respect of such goods.

4. Any claim against a Carrier will be extinguished unless an action is brought within two years reckoned from the date of arrival at the Destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

#### (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 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.



## Rule 125: Refunds

### (A) General

1. The Passenger must present to the Carrier or its authorized agent the unused Flight coupons of a Ticket, an Itinerary/Receipt, a record locator, or a Reservation number as satisfactory proof that the Passenger has unused portions of a Ticket which are eligible for refund.
2. The Carrier will make a refund to the person who purchased the Ticket.
3. Acceptance of a refund by the Passenger will release the Carrier from further liability.
4. In any instance where refunds are appropriate, the Carrier will process requests in a timely manner and refund the Fare in the Original form of payment or a Travel Bank Credit.

### (B) Involuntary Refunds

1. Involuntary refunds are not subject to any restrictions contained in the applicable Fare rule.
2. For the purposes of this paragraph, an Involuntary Refund is a refund owed as a result of a delay, cancellation, or denied boarding pursuant to Rule 90 or a downgrade pursuant to Rule 90, or that is made due to any reason in the event the Passenger is prevented from using all or a portion of their ticket pursuant to the APPR, including a substitution to a lower class of service by the Carrier (i.e. a downgrade), a missed connection due to a Schedule Irregularity, or a Refusal to Transport pursuant to Rule 105.

**Exception:** No Involuntary Refund is owed if Rule 105 – Refusal to Transport applies and the Passenger was refused transport for failing to comply with any government regulation or engaging in prohibited conduct within the meaning of Rule 105(B).

3. The amount of the involuntary refund will be as follows:
  - a. If, no portion of a Ticket has been used, the amount of refund will be equal to the Fare and charges paid; or
  - b. If, a portion of the Ticket has been used, the amount refunded to the purchaser will be the difference between the Fare paid and the Fare for transportation actually used or to be used.
  - c. Refunds owed as a result of an obligation under the APPR will be provided by the Carrier 30 days after the passenger requests the refund.

#### (C) Voluntary Refunds

1. Voluntary refunds will be based on the applicable Fare at the time of Ticket issuance, and the refund will be made in accordance with any restrictions contained in the applicable Fare rule.
2. Voluntary refunds will be made only by the Carrier which Originally issued the Ticket or its authorized agent.
3. If no portion of a Ticket has been used, the refund will be full amount of the Fare paid less any cancellation fee and/or service charge.
4. If a portion of the Ticket has been used, the refund will be an amount equal to the difference between the Fare paid and the applicable Fare for travel between the points for which the Ticket has been used, less any cancellation fee and/or service charge.
5. If a portion of the Ticket has been used, or no portion of Ticket has been used on an UltraBasic fare, the difference in Fare and refund will not be made.
6. Voluntary refund of Tickets shall be made in the currency used to issue the Ticket and in the country where the Ticket was purchased, whenever possible. However, Canadian dollar refunds or refunds in the currency of the country where the voluntary refund is requested may be made at the request of the Passenger provided a refund in such currency is not prohibited by local government foreign exchange control regulations.

7. Non-refundable Tickets can be exchanged for a future Ticket for up to one year from the Ticket issue date as long as the Reservation is cancelled on or before the first travel date on the Ticket, with the exception of an UltraBasic ticket purchase which is non-refundable.

## SCHEDULE “A” - PRIVACY STATEMENT

At WestJet, we are committed to respecting and safeguarding your privacy. This privacy statement (the “**Privacy Statement**”) describes how we collect, use and disclose personal information. This Privacy Statement applies to the websites to which it is posted. For clarity, the Privacy Statement has not been posted on sunwing.ca.

By providing us with your personal information and using any of the products or services provided by us that link to this Privacy Statement, you indicate your acceptance of this Privacy Statement, as well as any other terms that are described to you when your personal information is collected. If you do not agree with or are not comfortable with any aspect of this Privacy Statement, please do not use such products or services or otherwise provide your personal information to us.

We reserve the right to update or modify this Privacy Statement at any time with or without prior notice, as required or permitted by applicable law, including by posting an updated version on this website, at which time we will update the effective date of this Privacy Statement to alert you of a change. Each time you use products or services that link or otherwise refer to this Privacy Statement, the version of this Privacy Statement then posted will apply to that use, so you should check this Privacy Statement each time you use such products or services. This version is dated February 26, 2024.

### Who is WestJet?

For the purposes of this Privacy Statement, “**WestJet**”, “**we**” or “**us**” means WestJet, an Alberta partnership, WestJet Group Inc. and their respective controlled affiliates and subsidiaries<sup>1</sup> (other than Sunwing) that are responsible for ensuring that we comply with relevant data protection laws when processing your personal information. This Privacy Statement applies to personal information collected, used and disclosed by WestJet. The Sunwing privacy statement is available on sunwing.ca.

This is our main general Privacy Statement that applies across our business. We have a separate privacy policy that sets out how we process the personal information of employees, which prospective, current and former employees should refer to.

## What is personal information?

Personal information is information about an identifiable person, including information that reasonably can be used to identify a person, directly or indirectly, or would enable contact with a person. Personal information can be identification information (name, date of birth, passport number), contact information (telephone number, email address and social media handle), travel information (reservation number, travel destination), and general information relating to your interactions with WestJet (transaction information and information about how you use WestJet's website collected through "Cookies," which is data that is sent to your browser from a website's computer, and stored on your computer's hard drive or mobile device). Personal information does not include anonymous information or information that relates to a group of people rather than individuals where the information does not otherwise contain identifying information. The most important types of personal information for you to know about are outlined below.

### Special categories of personal information

This is information about your health, financial information, racial or ethnic origin, political opinions, religious or philosophical beliefs and trade union membership, your genetic data and biometric data, and information concerning your sex life or sexual orientation. These categories of personal information often have additional protection under data protection laws around the world, and local data protection laws may limit the way in which we can use this information when compared to, for example, your name and address.

## Criminal convictions information

This is information relating to your criminal convictions and offences. Local data protection laws may restrict the way in which we can use this information when compared to, for example, your reservation number and travel destination.

## What about consent?

WestJet collects, uses and discloses personal information with your knowledge and consent (unless otherwise required or allowed by law). We limit the collection, use and disclosure of your personal information to the purposes we have identified in this Privacy Statement. If we identify a new purpose for your personal information, we will update this Privacy Statement and/or contact you to obtain your consent for the new purpose (unless otherwise allowed or required by law).

Where we process your personal information on the basis of your consent, you can withdraw your consent to our collection, use or disclosure of your information at any time. Once we receive notification that you have withdrawn your consent, we will no longer process your personal information for the purpose(s) to which you originally consented (unless there is another legal ground for the processing). Please note that where we rely on your consent to process your personal information and you choose to withdraw your consent, we will advise you of any consequences of the withdrawal of your consent as sometimes, withdrawing consent means we can no longer provide a product or service to you.

## What personal information does WestJet collect and how?

Generally, we collect your personal information directly from you (either over the phone, through our mobile applications or other digital platforms), where necessary to provide you with the products and services we offer. For example, if you would like to fly with us

or book a hotel through us, browse our website, participate in a program we offer (like our WestJet Rewards program), use a WestJet-branded credit card or enter a contest we sponsor, you will be asked for certain types of personal information.

We may also collect personal information from a third party service provider or someone acting on your behalf. Unless and until we are advised otherwise, we will consider a third party booking on your behalf to have your authority to provide us with your personal information in the same manner as if you were providing that information yourself. In the case of personal information of minors or those incapable of providing consent, those consenting on their behalf must be parents, legal guardians or legal representatives, as appropriate. Parents, legal guardians or legal representatives will exercise privacy and data protection rights on behalf of such individuals. See “Services booked for you by someone else” below for further information.

Here is a list of some of the personal information we might collect, including when and how we might collect it (this list includes only some examples and is not exhaustive):

- Your full name, date of birth, nationality, gender, marital status, contact information (such as your address, telephone number and email address), and credit card number or other payment information, which you (or someone acting on your behalf) provide when you book a domestic or any other flight with us.
- Your passport number, permanent residence card number and visa information you provide when you book an international flight with us.
- Your credit card information, which you (or someone acting on your behalf) provide when you redeem rewards for WestJet services using a third-party rewards program partner.
- Information about your transactions with us or third parties (like air carriers, hotels, transportation and other service providers) where we coordinate the transactions for you (like when you redeem rewards). We may collect this information directly from you or through third parties.
- Any information necessary to fulfil special requests, like medical information about you, dietary requests and/or the special equipment you need to bring on the

aircraft with you, to accommodate a medical condition. We generally collect this information directly from you (or from someone acting on your behalf).

- How you interact with the applications and technologies that we employ on our website when you access westjet.com and Cookies and other technologies are enabled on your computer or device. This is described further below and includes your computer or mobile device's information (like your unique device identifier, unique device token to facilitate push notifications through mobile apps, identifiers associated with equipment or systems, mobile manufacturer or carrier, mobile or data network systems, location or GPS/geo-location when you activate location functions, mobile number, passwords and payment information).
- Your permanent resident card number, citizenship, immigration visa number, the means by which you paid for your flight, and details as to how you booked your flight when legally required to do so by a government authority. We generally collect this information directly from you (or from someone acting on your behalf).
- Your age range, income range, occupation, and transactional information from your financial institution when you use your WestJet-brand credit card and have opted-in for personalized promotions and offers (which you can opt out of at any time).

## How does WestJet use personal information?

The way WestJet uses your personal information may differ depending upon how you interact with us, and what services or products you request and we provide. The sections below provide details on specific ways that we may use your personal information.

### Services provided directly by WestJet

Here is a list of some of the ways we use your personal information when you, or someone on your behalf, book services provided directly by WestJet (this list includes only some examples and is not exhaustive):

- Process your request to book a flight.
- Contact you about your booking, including schedule changes or cancellations.



- Identify you to permit you to board an aircraft.
- Notify you that WestJet travel credits have been created or are about to expire.
- Process a refund.
- Confirm identification and timing relating to the process of dropping off and meeting a minor registered in our unaccompanied minor program.
- Review medical information to ensure that you qualify for a special arrangement, and to better assure the health and safety of all concerned in accommodating your special arrangement.
- Contact you following your flight to ask about your experiences in the form of a survey (which you can opt out of at any time).

### Services booked for you by someone else

If a third party like a travel agent, family member or employer makes a booking or request on your behalf, WestJet uses your personal information as provided by them to manage those booking or requests. The way in which that third party collects, uses and discloses your personal information is subject to your dealings with them and their privacy policies and practices, not those of WestJet. Any inquiries about the privacy policies and practices of third parties should be directed to them. That third party is responsible for obtaining your consent for the collection, use and disclosure of your personal information by WestJet as described in this Privacy Statement; they are also responsible for advising you of this Privacy Statement, including any amendments.

### Services provided by WestJet partners

When you book a hotel room, a car rental and/or any other service made available through a third party to WestJet, WestJet uses your personal information to confirm, provide and/or otherwise facilitate the service you have booked. Any such third party is responsible for obtaining your consent for the collection, use and disclosure of your personal information by WestJet as described in this Privacy Statement, and advising you of this Privacy Statement, including any amendments.

WestJet also engages third parties for information technology, data processing, data storage and other services that assist us with delivering products and services to you. We

use your personal information when interacting, engaging with or using the services of these third parties, in accordance with this Privacy Statement and other contractual arrangements entered into with such parties that stipulate how your personal information is to be processed.

### **Government authorities**

WestJet uses your personal information where required by Canadian or international government authorities in accordance with applicable law.

### **WestJet Rewards**

If you sign up for a WestJet Rewards account, WestJet uses your personal information to manage your bookings and travel with us, and to administer and process WestJet flight credits, travel credits, and WestJet dollars, and to extend exclusive offers to you based on your interests and travel activities. If you opt-in for electronic communications, WestJet uses your personal information, including your travel preferences and demographic information, to communicate specific information to you that we think may be of interest to you.

We may share identifying information of Rewards members, such as name, contact information and country of residence, in a hashed format, with social media platforms or internet search providers with which you have an existing relationship. This information is shared for the purpose of extending exclusive membership-related offers and benefits to WestJet Rewards members who use the services of these third parties by delivering customized advertising to you and other individuals on social media platforms and for building lookalike audiences, using tools such as Meta's Custom Audiences and Lookalike Audiences features. You may disable this use of your data at any time by contacting us as set out in this Privacy Statement.

### **WestJet-brand credit card**

If you have a WestJet-brand credit card, we use personal information to administer products and services like WestJet Rewards, to fulfil redemption requests and to serve

you relevant advertising. If available, you may also opt-in to provide personal information that Westjet will use to provide you with a more tailored program experience based on where you shop, including more personalized and relevant offers, travel benefits, programs and awards opportunities. You can find more information about the type of personal information used in relation to Westjet-brand credit cards by reviewing the cardholder agreement issued by your financial institution, which was included with your credit card.

### Facebook Messenger bot

Westjet has a Facebook bot (“**Bot**”) facilitated by third party service provider MSG.ai, which enables you to reach out to us over Facebook Messenger, and enables us to respond to your requests for information and services. If you communicate with Westjet over Facebook Messenger using the Bot, we use your personal information in order to respond to you.

Westjet uses MSG.ai to facilitate your usage of the Bot. MSG.ai also performs services relating to the Bot’s functionality on our behalf. MSG.ai collects and uses your personal information in accordance with its own privacy statement, which can be found on MSG.ai’s website ([www.ai.msg.group](http://www.ai.msg.group)).

Because our Bot operates on the Facebook Messenger platform, any information you submit on the Bot will also be submitted to Facebook, who may make separate uses of your personal information for its own purposes in accordance with its own privacy policies. Please refer to Facebook’s Data Policy, which can be found on Facebook’s website ([www.facebook.com](http://www.facebook.com)) for further information regarding Facebook’s uses of your personal information. In choosing to use the Bot, you accept the terms of service and privacy policies of MSG.ai and Facebook Messenger, in addition to this Privacy Statement. Westjet is not responsible for Facebook’s collection, use and disclosure of your personal information via Facebook Messenger and does not influence or control the policies of Facebook as regards collection, use, disclosure, and monitoring of and access to, the content of the conversations by Facebook.

You should exercise caution when using the Bot. You should not share sensitive information on the Bot, such as identification information like your passport or payment information like your credit card number, and if you choose to do so, you do so at your own risk. WestJet does not accept responsibility for any loss of or unauthorized access to such information when shared by you on the Bot. We recommend that you only share sensitive information through secure functionalities on our website or by phoning us.

### **Guest feedback**

WestJet has a feedback section on our website where guests can submit comments. If you submit comments through this process, WestJet may use your personal information for training or employee recognition, and we may publish your comments internally.

### **Promotional contests**

WestJet offers promotions from time to time. If you enter a promotional contest, we use your personal information to administer the promotional contest, to confirm your eligibility according to the specific contest rules, and to communicate with you in the event you are a winner. Other information related to the promotion or contest may be used if required by law or by the particular type of promotion.

### **Cookies and other technology**

If you use WestJet's mobile application and/or access WestJet's website or other online platforms, we use Cookies to track your movements, interactions, usage patterns and habits in order to better understand and meet your preferences for website use, to provide you with a customized experience when you visit, and to serve you advertising. We use third-party advertising technology to serve customized ads to you and while doing so, a third-party Cookie may be placed or recognized by your browser. If you want to opt out of customized advertising through AdChoices, simply click on the AdChoices Icon in a banner ad. If you want to opt out of customized advertising on Facebook, click the x icon or Close icon on the top right corner of a Facebook ad and select 'Why am I seeing this?'. If you want to opt out of receiving interest-based ads on Amazon, visit the relevant Amazon Ads Preferences page, the Digital Advertising Alliance's opt-out page,

YourOnlineChoices page for your location, or the Digital Advertising Alliance of Canada's opt-out page, as applicable.

WestJet uses pixels or transparent GIF files, often referred to as "Web Beacons", to help manage and optimize our online advertising. These are provided by external entities like Google, Amazon, and Facebook and other social media companies, and enable our ad servers to recognize a browser's Cookie when a browser visits our website, and to learn which banner ads bring users to our website. The technology may also allow other service providers to receive information from our website related to our online advertising. Cookies and Web Beacons do not contain your name, address, telephone number, or email address.

## How does WestJet disclose personal information?

WestJet discloses personal information as reasonably required to process your request for travel services, including flights, hotel and car bookings, to provide other requested services to you, to display relevant advertising, as is required or permitted by law, or as otherwise set out in this Privacy Statement. Here is a list of some of the ways we might disclose your personal information (this list includes only examples and is not exhaustive):

- Medical information to third party medical personnel where you have requested special arrangements due to a medical condition.
- Flight number, flight timing, and confirmation that you boarded your flight, to the individual who booked your flight after they have adequately identified themselves.
- Contact or other information to law enforcement to assist in a legally-authorized investigation.
- Credit card information and reservation details to our travel insurance provider after you purchased travel insurance with them through our website.
- Reward program-related information to participating partners and merchants to administer the applicable reward program or to fulfill your redemption requests under the reward program.

- Personal information to the U.S. government because your flight crosses U.S. airspace.
- Personal information to a governmental entity, law enforcement or a third party where required or authorized by law, regulation, search warrant, subpoena or court order or if we determine it is necessary or desirable to comply with the law or to protect or defend our rights or property.
- Information related to your redemption of WestJet dollars, including redemption amount, destination and use of companion voucher and free checked bags to the financial institution that issued you a WestJet-brand credit card.
- Contact information to organizations with programs that are affiliated to WestJet or that might interest you so that they can get in touch with you and offer their products and/or services. This personal information is only disclosed with your consent, which you may withdraw at any time.
- We also reserve the right to disclose and/or transfer personal information to a related party in the event of a proposed or completed corporate reorganization and to a related party or third party in the event of a proposed or completed purchase, sale (including a liquidation, realization, foreclosure or repossession), lease, license, merger, amalgamation or any other type of acquisition, disposal, transfer, conveyance, financing, the taking of security on, or securitization of all or any portion of WestJet or of any of the business or assets or shares of WestJet or a division thereof, in order for you to continue to receive the same products and services from such related party or third party.
- We may also disclose aggregated and anonymized information, which no longer allows an individual to be directly or indirectly identified, for study or research purposes, for the production of statistics, and such other purposes as permitted by applicable law.

## How does WestJet protect my personal information?

## Security

WestJet has sophisticated security measures and procedures in place to help ensure that your personal information is protected from misuse and from unauthorized access, use or disclosure. However, no data transmission over the internet can be guaranteed to be 100% secure. We cannot ensure the security of the information you transmit to us over the internet.

## Data governance policies and practices

WestJet is committed to protecting your personal information and has implemented a comprehensive set of policies and practices to do so. These measures take into account the volume, sensitivity, intended use, and format of the information, and generally include the following:

- We have established a comprehensive privacy framework that defines the roles and responsibilities of our employees throughout the data lifecycle. This framework includes policies governing the collection of data, data retention and secure disposal of data. In addition, our policy framework includes a process for handling privacy complaints in a timely and effective manner. Through these and additional measures, we work to promote a culture of privacy awareness within our organization.
- Internal policies and technical measures to limit access to your personal information within our organization to employees who need access to that information to perform their job functions. For example, depending on the nature and context of our interaction with you, certain types of information may be accessed by our guest support team to respond to complaints and inquiries. Any access or use of your personal information is subject to our internal privacy and data security policies.
- A dedicated Privacy Officer responsible for monitoring our compliance with applicable privacy laws and regulations and responding to privacy inquiries and complaints.

## Retention of information

Personal information collected by WestJet is retained for as long as it is reasonably required for the purposes for which it was collected, or as permitted or required by law, following which it is securely destroyed or made anonymous.

## Profiling and automated decision making

We use profiling (where an electronic system uses personal information to try and predict something about you) to provide you with customized experiences and serve you customized advertising.

Apart from the use of technologies such as cookies to serve you customized advertising as described above under the heading “Cookies and other technology”, we do not use profiling or automated decision making (i.e., where an electronic system uses personal information to decide about you without human intervention).

## Cross border transfers of your personal information

We operate and provide products and services to guests located in many different countries around the world. The global nature of our business means that your personal information may be transferred across national boundaries, including, potentially, to countries that do not require companies to look after your personal information in the way you have come to expect in your own country. Your personal information may be subject to the laws of those foreign jurisdictions and may be accessible without notice to you by the courts, law enforcement and national security authorities of those foreign jurisdictions. Where we transfer your personal information across national boundaries, we will protect your personal information by ensuring that those transfers are made in compliance with all relevant data protection laws.

If you would like further details on our use of non-Canadian service providers or how your personal information is protected when transferred from one country to another, please email us at [privacy@westjet.com](mailto:privacy@westjet.com).



## Your obligations

The safety and security of your personal information also depends on you. While many of our services are publicly accessible, your WestJet Rewards account information and some of our services are accessible only through the use of an individual user ID and password. To protect the confidentiality of your personal information, you must keep any password associated with your use of our services confidential. Do not disclose it to any other person. Please let us know immediately if you believe that the confidentiality of your password has been compromised or if it has been misused. Please note that we will never ask you to disclose your password in an unsolicited phone call or email.

## What options do I have with respect to my personal information?

### WestJet Rewards account

If you sign up for a WestJet Rewards account, you can view, manage and modify your personal information on your own by signing into your account. You can also opt-in or out of features like electronic communications about seat sales, WestJet Vacations promotional offers and special offers from our partners. For more information, please see our [WestJet Rewards account FAQs](#).

You can cancel your WestJet Rewards account at any time by submitting a request [online](#). However, WestJet can only administer flight credits, travel credits and WestJet dollars through a WestJet Rewards account so cancelling your account means that you will forfeit any flight credits, travel credits and/or WestJet dollars you have. You will also no longer receive electronic communications about promotions and offers.

## Contacting us and exercising your privacy rights

Under certain conditions, you may have the right to access, correct and delete the personal information we hold about you and to withdraw your consent to our use and/or disclosure of your personal information.

In certain circumstances, we may need to restrict your rights in order to safeguard the rights of others, the public interest (like to prevent or detect crime) and our interests (like to maintain legal privilege).

We are obliged to keep your personal information accurate and up to date. Please help us to do this by advising us of any changes to your personal information.

If you wish to update or correct any information associated with your WestJet Rewards account or to close your WestJet Rewards account, please use the Rewards [online form](#). If you have any questions or concerns regarding your personal information, or if you want to exercise any of your rights in relation to your personal information, please submit your request via our [Privacy Request Form](#).

For any other issues, inquiries or complaints in relation to how we collect, use or disclosure your personal information, you can contact WestJet's Privacy Officer via:

- Email: [privacy@westjet.com](mailto:privacy@westjet.com)
- Mail: 22 Aerial Place NE, Calgary, AB, Canada T2E 3J1

## Your right to complain

Where you make a request to exercise your rights in relation to your personal information or you make a complaint, we ask that you provide us with sufficient information so that we can properly address your request. Our response will be subject to verifying your identity. We will respond to your request within 30 days of receipt unless otherwise allowed or required by law. We reserve the right to refuse to provide personal information where we are not legally required or are prevented by applicable law to do so.

If you are still not satisfied with our use of your personal information or our response to any request by you to exercise your rights, or if you think that we have breached any relevant data protection laws, then you have the right to complain to the authority that supervises our processing of your personal information. If you are unsure of who that authority is, please email us at [privacy@westjet.com](mailto:privacy@westjet.com).

## Local differences - United Kingdom and European Economic Area

Whilst this Privacy Statement describes the data protection practices adopted by us generally across the world, local data protection laws may vary. Specifically, our operations in the United Kingdom and European Economic Area may mean that we are subject to different, or additional, local data protection requirements.

Our main general Privacy Statement together with the information set out in this section constitutes our Privacy Statement for the purposes of our compliance with the data protection laws in the United Kingdom and European Economic Area. We set out below additional information, over and above the information set out in our main general Privacy Statement, that we are obliged to provide to you to comply with local data protection laws in the United Kingdom and European Economic Area.

## Purposes and legal bases for processing

### Providing our services

Services provided by WestJet

#### Main purposes for which we process your personal information

We may process your personal information when you request services provided directly by WestJet so that we can (for example):

- process your flight booking;
- contact you about your booking (changes or cancellations);
- identify you to permit you to board an aircraft;
- notify you that Westjet travel credits have been created or are about to expire;
- process a refund;
- confirm identification and timing relating to the process of dropping off and meeting a minor registered in our unaccompanied minor program;
- review medical information to ensure that you qualify for a special arrangement, and to better assure the health and safety of all concerned in accommodating your special arrangement; or
- contact you following your flight to ask about your experiences in the form of a survey (which you can opt out of at any time).

## Legal bases upon which we process your personal information

- Compliance with a legal obligation.
- To manage our contractual relationship with you.
- Legitimate interests - As an airline and travel provider we have a legitimate business interest to use the personal information we collect to offer an effective service and carry out our business.
- Consent - We may use your personal information based upon your consent, which you provide to us.
- For special categories of personal information- Substantial public interest for supporting individuals with a particular disability or medical condition.
- Vital interests in the case of a medical emergency.
- Explicit consent.

## Services booked/provided by third parties

### Main purposes for which we process your personal information

We may process your personal information:

- when a third party (like a travel agent, family member or employer) requests services on your behalf so that we can manage those requests;

- when you book a hotel room, car rental or any other service made available through a third party to Westjet so that we can confirm, provide and/or otherwise facilitate the service you have booked;
- when we engage third parties for information technology, data processing, data storage and other services that assist us with delivering services to you so that you can interact with, engage with or use the services of these third parties.

## Legal bases upon which we process your personal information

- Compliance with a legal obligation.
- To manage our contractual relationship with you.
- Legitimate interests - As an airline and travel provider we have a legitimate business interest to use the personal information we collect to offer an effective service and carry out our business.
- Consent - We may use your personal information based upon your consent, which you provide to us.

## Providing our products

## WestJet Rewards

### Main purposes for which we process your personal information

If you sign up for a WestJet Rewards account, Westjet uses your personal information to manage your bookings and travel with us, and to administer and process WestJet flight credits, travel credits, and WestJet dollars, and to extend exclusive offers to you based on your interests and travel activities.

### Legal bases upon which we process your personal information

- Compliance with a legal obligation.
- To manage our contractual relationship with you.

- Legitimate interests - As an airline and travel provider we have a legitimate business interest to use the personal information we collect to offer an effective service and carry out our business.
- Consent - We may use your personal information based upon your consent which you provide to us.

## WestJet-brand credit card

### Main purposes for which we process your personal information

If you have a WestJet-brand credit card, we use personal information to administer products and services like WestJet Rewards, to fulfil redemption requests and to serve you relevant advertising.

### Legal bases upon which we process your personal information

- Compliance with a legal obligation.
- To manage our contractual relationship with you.
- Legitimate interests - As an airline and travel provider we have a legitimate business interest to use the personal information we collect to offer an effective service and carry out our business
- Consent - We may use your personal information based upon your consent which you provide to us.

## Comply with requests from government authorities

### Main purposes for which we process your personal information

WestJet may use your personal information where we are required to comply with requests from local or international government authorities.

### Legal bases upon which we process your personal information

- Compliance with a legal obligation.

## Responding to inquiries and providing information about WestJet services

### Main purposes for which we process your personal information

WestJet has a Facebook bot (“**Bot**”) facilitated by third party service provider MSG.ai, which enables you to reach out to us over Facebook Messenger and enables us to respond to your requests for information and services. If you communicate with WestJet over Facebook Messenger using the Bot, we use your personal information in order to respond to you.

### Legal bases upon which we process your personal information

- Legitimate interests - As an airline and travel provider we have a legitimate business interest to use the personal information we collect to offer an effective service and carry out our business.

## Visitors to our website - Guest feedback

### Main purposes for which we process your personal information

WestJet has a feedback section on our website where guests can submit comments. If you submit comments through this process, WestJet may use your personal information for training or employee recognition, and we may publish your comments internally.

### Legal bases upon which we process your personal information

- Legitimate interests - As an airline and travel provider we have a legitimate business interest to use the personal information we collect to offer an effective service and carry out our business.

## Visitors to our website - Cookies and web beacons

### Main purposes for which we process your personal information

We use Cookies to track your movements, interactions, usage patterns and habits in order to better understand and meet your preferences for website use, to provide you with a customized experience when you visit, and to serve you advertising. We use third-party advertising technology to serve customized ads to you and while doing so, a third-party Cookie may be placed or recognized by your browser.

WestJet uses pixels or transparent GIF files, often referred to as "Web Beacons", to help manage and optimize our online advertising. These are provided by external entities like Google, Facebook, and other social media companies, and enable our ad servers to recognize a browser's Cookie when a browser visits our website, and to learn which banner ads bring users to our website. The technology may also allow other service providers to receive information from our website related to our online advertising.

Cookies and Web Beacons do not contain your name, address, telephone number, or email address.

### Legal bases upon which we process your personal information

- Legitimate interests - We have a legitimate interest in providing to you the facilities on our website that you have requested and in understanding how our website is used and the relative popularity of the content on our website.
- We also have a legitimate interest in understanding when and how our services and solutions are used and by whom.
- When we use cookies and web beacons, there are separate laws regarding cookies and web beacons that we adhere to, in addition to data protection laws.
- Consent - We may use your personal information based upon your consent which you provide to us.



## Events and contests

### Main purposes for which we process your personal information

If you enter a promotional contest, we use your personal information to administer the promotional contest, to confirm your eligibility according to the specific contest rules, and to communicate with you in the event you are a winner. Other information related to the promotion or contest may be used if required by law or by the particular type of promotion.

### Legal bases upon which we process your personal information

- Legitimate interests - We have a legitimate interest in keeping you informed about events.
- When we send you marketing communications, there are separate laws regarding marketing communications that we adhere to, in addition to data protection laws. You may opt out of receiving marketing communications from us.
- Consent - We may use your personal information based upon your consent which you provide to us.

## Failure to provide your personal information to us

We cannot force you to provide your personal information to us and you can choose not to provide us with your personal information. Where we need to collect your personal information by law or in order to process your instructions, provide you with our products or services, or perform a contract we have with you and you decide not to provide that information when requested, we may not be able to carry out your instructions, provide our products and services, or perform the contract we have or are trying to enter into with you. In other circumstances where you choose not to provide us with your personal information we request, your decision not to provide us with your personal information may affect our ability to provide certain of our products and services.

## Your rights

Under certain conditions, you may have the right to require us to:

- provide you with further details on the use we make of your personal information;
- provide you with access to the personal information we hold about you;
- update any inaccuracies in the personal information we hold about you;
- delete any of your personal information that we no longer have a lawful ground to use;
- where processing is based on consent, stop that processing by withdrawing your consent;
- object to any processing based on our legitimate interests unless our reasons for undertaking that processing outweigh any prejudice to your data protection rights;
- where we make a decision about you based solely on our profiling activities and you do not agree with the decision we have made, perform a manual reassessment of our decision using the same information;
- restrict how we use your personal information whilst a complaint is being investigated; and/or
- transfer your personal information to a third party in a standardized machine-readable format.

In certain circumstances, we may need to restrict your rights to safeguard the public interest (for example, the prevention or detection of crime) and our interests (for example, the maintenance of legal privilege).

We are obliged to keep your personal information accurate and up to date. Please help us to do this by advising us of any changes to your personal information.

## Joint controller arrangement in relation to the WestJet Rewards Program

For the purposes of the data protection laws in the United Kingdom and the European Economic Area, WestJet (the Alberta partnership) and its affiliates WestJet Loyalty Holding LP and WestJet Loyalty LP are considered to be joint controllers of the personal information processed in connection with the operation of the WestJet Rewards Program.

A joint controller arrangement generally means that the joint controllers will share certain personal information and will determine jointly how and why that personal information is processed. It also means that they are jointly responsible to you under those laws for that processing. WestJet is the day-to-day manager of the WestJet Rewards Program and is the only one of the three parties that will collect and, ordinarily, hold a copy of your personal information in relation to the WestJet Rewards Program. For this reason, the joint controllers have agreed that WestJet will be: (i) primarily responsible for ensuring that the joint controllers comply with the data protection laws in the United Kingdom and the European Economic Area in respect of the personal information processed in connection with WestJet Rewards Program and (ii) the primary contact for all privacy related queries, issues or requests relating to the WestJet Rewards Program.

Please note that, in the context of this joint controller arrangement, your personal information will continue to be processed as described in this Privacy Statement. If you would like further information on this joint controller arrangement, please contact [privacy@westjet.com](mailto:privacy@westjet.com).

## Cross border transfers of your personal information outside of the United Kingdom

Where we transfer personal information from the United Kingdom to a country outside of the United Kingdom that is not recognized by the UK Information Commissioners Office (ICO) as providing an adequate level of data protection, we normally do so subject to safeguards that assure the protection of your personal information, such as the ICO approved Transitional Standard Clauses.

## Cross border transfers of your personal information outside of the European Economic Area

Where we transfer personal information from a country located within the European Union to a country outside of the European Union that is not recognized by the European Commission as providing an adequate level of data protection, we normally do so subject to safeguards that assure the protection of your personal information, such as the European Commission approved Standard Contractual Clauses.

<sup>1</sup> Including but not limited to WestJet Encore Ltd., WestJet Vacations Inc., WestJet Loyalty Holding LP and WestJet Loyalty LP.